



Return to Invoice Guaranteed Asset Protection (RTI GAP) insurance



In partnership with
 **Close Brothers**
Motor Finance

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Demands and Needs Statement:

This product meets the demands and needs of a person who wants to cover the difference between the amount they receive from a **Motor Insurer** if their car is a **Total Loss**, and

1. the price they paid for the car, or
2. the amount they still owe for the car under a **Finance Agreement**, whichever amount is higher.

Understanding Your Policy

This **Policy** wording shows what is and is not covered and the terms and conditions of cover.

You also have a **Schedule of Cover** which contains the details which are specific to **Your** cover, for example **Your** details, details of the car covered and when **Your** cover starts and ends. The **Schedule of Cover** and this **Policy** wording make up **Your** insurance contract with the insurer, Helvetia Global Solutions Ltd UK Branch 6 Bevis Marks, London, EC3A 7BA.

Please read them carefully to see 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** make.

Please make sure **You** keep both documents in a safe place so **You** can refer to them again if **You** need to.

As long as **You** pay the **Premium** instalments 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, or there are any mistakes in the **Schedule of Cover** or if **You** need to make any changes to the cover, please contact **Us**.

Some words and phrases have a particular meaning wherever they are shown in bold type. These meanings are shown within 'Definitions' table in this **Policy** wording.

If **You** need this document in a different format, for example audio, please contact **Us**.

Definitions

The words in this table will have the these meanings when they appear in bold print in this **Policy**:

Administrator – MotorEasy Services Ltd, who is authorised to act for and on behalf of:

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 for the purposes of this insurance.

MotorEasy Services Ltd.'s registered address is 60 Portman Road Reading RG30 1EA. Registered in England No: 10109424. MotorEasy Services Ltd is authorised and regulated by he Financial Conduct Authority. Firm Reference number: 747890

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.

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

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

- 1) not shown in Glass's Guide
- 2) a motor scooter, moped, invalid carrier, kit car, replica car, grey

import (this is 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**), Aston Martin, Bentley, Bristol, Bugatti, Cosworth (all makes and variants), De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, any Honda NSX models, Lamborghini, Lancia, Maserati, Maybach, Mitsubishi 3000GT, Marcos, Noble, Rolls Royce, TVR, or any American make of **Vehicle** unless manufactured as a right hand drive for the United Kingdom market;

- 3) 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;
- 4) used for competition, racing, pace making, reliability trials, speed testing or off-road;
- 5) fitted with non-manufacturer specified modifications that significantly change the look and characteristics of the **Vehicle**. These could be for example, engine modifications, roll cages, steering column extension. Changes such as tow bars or alloy wheels would not be enough to significantly change the **Vehicle**.
- 6) over 10 years old;
- 7) a van or commercial **Vehicle** over 3,500kg gross weight;
- 8) an emergency **Vehicle**, recovery **Vehicle**, delivery courier, a taxi, a driving school **Vehicle**, a bus;

Definitions *(continued)*

- 9) modified other than in accordance with manufacturers specifications
- 10) not built for principal sale in the United Kingdom;
- 11) 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**; or
- 12) used for rental, hire or reward.

Finance Agreement - any conditional sale, hire purchase or personal contract purchase agreement between **You** and a finance company relating to the **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 or lease agreements.

Incident - the initial cause which results in **Total Loss** of the **Vehicle**.

Market Value - the **Vehicle**'s retail value. **We** will use the value 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 Insurer - means the insurer liable for the **Incident** that results in the **Vehicle** being a **Total Loss**.

Motor Policy - a fully comprehensive motor insurance **Policy** which covers the **Vehicle** up to its **Market Value**. **You** must have a **Motor Policy** in place for the duration of this **GAP Policy**.

Motor Settlement - the money that **You** receive from a **Motor Insurer** following a claim for the **Total Loss** of the **Vehicle**.

Negative Equity - any amount outstanding on a previous loan or **Vehicle Finance Agreement** which inflates the **Purchase Price** of the **Vehicle**.

Policy - **Your** contract of insurance with the insurer, 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. This **Policy** wording, the **Schedule of Cover** and any endorsement **We** add make up the terms of the contract.

Premium - the amount **You** must pay for this **Policy**. **You** pay in monthly instalments. The **Schedule of Cover** shows the **Premium** and the monthly instalments.

Definitions *(continued)*

Purchase Price – if **You** bought the **Vehicle** from a VAT registered dealership, the invoice price **You** paid for it. This includes delivery charges, registration fees, road tax, number plates and factory fitted options. It does not include any amount for dealer-fitted options, insurance premiums, warranty costs, fuel, paintwork protection or any **Negative Equity** on a **Vehicle** which inflates either the invoice price of the **Vehicle**, part exchange allowance or loan amount borrowed on the **Vehicle**;

Schedule of Cover – the document which shows **Your** details, the **Vehicle**'s details, when the **Policy** starts and ends and sets out the details of **Your** cover.

We, Us, Our – MotorEasy Services Limited, the **Administrator**, on behalf of the insurer, Helvetia Global Solutions Ltd, UK Branch. UK Establishment Number BR024650.

Total Loss - when the car is stolen and not recovered, or damaged and the cost of repair is more than the car's value. This is sometimes called a 'write-off'. Only the **Motor Insurer** can decide that the **Vehicle** is a **Total Loss**.

Vehicle - the **Vehicle** shown in the **Schedule of Cover**.

You, your, yourself - a person or a limited company whose name is shown as the policyholder on the **Schedule of Cover**.

1. Eligibility

- 1) **You** will be able to buy this cover if **You** are:
 - a) at least 18 years of age when the **Policy** starts and resident in the UK, or a limited company registered in the UK, and
 - b) the registered keeper or the named customer in the **Finance Agreement** for the **Vehicle**, and
 - c) the policyholder or a named driver on the **Motor Policy**.

- 2) To be covered, the **Vehicle** must:
 - a) be less than 10 years old when the **Policy** starts.
 - b) have been bought less than 90 days before the **Policy** starts.
 - c) have a **Purchase Price** of no more than £40,000 and a minimum of £3,000.
 - d) be principally used in the United Kingdom.
 - e) not be an **Excluded Vehicle**.

2. What RTI GAP covers You for?

The **Schedule of Cover** shows the start and end dates of the **Policy**.

If an **Incident** happens after the **Policy** starts and before the end date that means that the **Vehicle** is a **Total Loss**, the **Motor Insurer** who pays the claim will pay **You** what the **Vehicle** was worth at the time of that **Incident**. This is likely to be less than **You** paid for it, and may not be enough to pay off any **Finance Agreement**, so **We** will pay the difference between the amount **You** get from the **Motor Insurer** and:

- the **Purchase Price**, or
- what **You** need to pay off the **Finance Agreement** for the **Vehicle** whichever amount is higher.

If **We** pay **Your** GAP claim, **We** will also pay up to £250 towards any motor insurance excess **You** have to pay. However, in total **We** will not pay more than the claim limit shown on the **Schedule of Cover**.

We will pay **Your** GAP claim to the finance company to reduce the amount **You** owe under the **Finance Agreement**. If there is any surplus remaining, **We** will pay this to **You**. If the **Finance Agreement** has ended, **We** will pay **You** the full amount.

Important: GAP insurance only pays when:

- the **Vehicle** is a **Total Loss**, and a **Motor Insurer** has paid **Your** motor insurance claim.

Claim limits

The GAP payment is subject to a claim limit which depends on the **Purchase Price**. The **Schedule of Cover** shows the **Purchase Price** and the claim limit. The table below shows the different limits:

Original Purchase Price	Maximum Claim Amount
£3000 - £7,500	Up to a maximum of £5,000
£7,500.01 - £15,000	Up to a maximum of £10,000
£15,000.01 - £40,000	Up to a maximum of £15,000

Deductions and limitations:

There are some deductions and limitations that **We** can make to any GAP payment. These are:

- If **You** paid too much for the **Vehicle**

If the **Purchase Price** when **You** bought it was more than its **Market Value** plus 20%, **We** will adjust the value of any claim **We** pay to reflect the **Vehicle** 's **Market Value** at the **Policy** start date.

For example, **You** paid £4,000 for a car, but Glass's Guide says that the **Market Value** was £2,000. This means that **You** paid 100% more than the **Market Value**. In this case **We** would work out how much to pay based on the **Market Value** + 10%. This is £2,200, not the £4,000 **You** paid.

2. What RTI GAP covers You for? (continued)

(b) Any amount the **Motor Insurer** deducts from the **Motor Settlement**:

- 1) for the **Vehicle**'s salvage value.
When a **Vehicle** is a **Total Loss**, it may have a salvage value (this could be for parts, or scrap metal). In some cases, the **Motor Insurer** will become owner of the **Vehicle** when it pays the claim. If **You** do not have to transfer ownership to the **Motor Insurer**, **We** will deduct the scrap value from any GAP claim **We** pay.
- 2) as part of an excess if it is over £250.
- 3) for premiums that **You** owe the **Motor Insurer**.
For example, if **You** pay the **Motor Policy** in monthly instalments, **You** may have to pay the full **Premium** if the **Vehicle** is a **Total Loss**.
We will also deduct from the amount **We** pay the value of all remaining **Premium** instalments for this GAP **Policy**.
- 4) if **You** were partly at fault for the **Total Loss**.
The **Motor Insurer** may reduce the **Motor Settlement** - this could be a percentage of the claim, or an amount (for example £1,000). **We** will reduce the GAP payment by the same percentage or amount as the **Motor Insurer**.
- 5) any damage to, or the poor general condition of, the **Vehicle** immediately before the **Incident**;
- 6) for the **Vehicle** not having an up-to-date service history or a

valid MOT (if the law says the **Vehicle** must have an MOT).

- 7) any modifications to the **Vehicle**.
- (c) If the **Vehicle** has been under-insured, **We** will only pay the difference, if any, between motor insurance settlement and the value that **You** insured the **Vehicle** for.
- (d) If **You** cannot show **Us** a valid purchase invoice from a VAT registered garage.
If this happens, **We** will work out **Our** GAP payment based on the **Vehicle's Market Value** on the **Policy** start date.
- (e) **We** will deduct the VAT content from any GAP claim payment if **You** are entitled to claim the VAT back.
- (f) If **You** accept a settlement offer from the **Motor Insurer** without **Our** consent, **We** may base **Your** GAP payment on:
 - 1) the **Motor Settlement** figure; or
 - 2) the **Market Value** at the **Date of Total Loss**, whichever amount is higher.
- (g) If the **Vehicle** has non-standard fittings that change its **Market Value**.

We will not increase the GAP claim payment if the fittings increase its **Market Value**.

However, **We** will reduce the GAP claim payment if the fittings lower its **Market Value**.

3. What RTI GAP does **NOT** cover?

1) **We** will not pay a GAP claim if:

- (a) the **Vehicle** is not a **Total Loss**.
- (b) the **Vehicle** is not covered by **Your Motor Policy**.
- (c) the **Vehicle** 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;
- (d) a **Motor Insurer** offers to replace the **Vehicle** to settle **Your** claim. It does not matter if **You** accept the offer or not - if they make the offer, **We** will not pay a GAP claim.
- (e) the **Vehicle** is an **Excluded Vehicle**;
- (f) **You** are not the registered keeper or a named customer of the **Vehicle** or named on the **Finance Agreement**;
- (g) **You** are not the policyholder or named driver on the **Motor Policy**; or
- (h) a motor trader or company involved in the sale of **Vehicles** owns the **Vehicle**:
 - at the **Date of Total Loss**, and
 - with the intention to sell it (for example it was a trade-in).

2) **We** will not pay a GAP claim if the **Total Loss**:

- (a) happened before the **Policy** started or after it ended;
- (b) happens while the **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) happens while the **Vehicle** is being used off-road, or for competition, racing, pace-making, reliability trials, speed testing.
- (d) results from **You** or any person (with **Your** consent) driving the **Vehicle** while:
 - intoxicated by alcohol, or
 - under the influence of a non-prescription drug, or under the influence of a drug that a registered medical professional prescribed, and if they warned not to drive while taking it.
- (e) results from **You**, or any other person driving the car with **Your** consent, doing anything which is wilful, unlawful or negligent.
- (f) results from an **Incident** outside the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Economic Area;
- (g) results from a malicious damage claim, but **You** do not have a valid crime reference number, crime report or correspondence from the police.
- (h) happens if the **Vehicle** was stolen by any person having lawful access to its keys;
- (i) happens while the **Vehicle** is left unlocked, or the keys or other device used to secure, gain access to, and start the **Vehicle** are left in or on it;

3. What RTI GAP does **NOT** cover? (continued)

- (j) results from civil unrest, terrorism, riot or insurrection, war or any act incidental to war (whether declared or not); or
 - (k) happens as a result of fraud or dishonesty; or
 - (l) is not the result of an indemnity claim under the accidental damage, fire or theft sections of the **Motor Policy**.
- 3) **We** will not pay any claim or provide any benefit under this **Policy** if doing so would expose the insurer, Helvetia Global Solutions Ltd, UK Branch 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.
- 4) **We** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

4. How to claim

IMPORTANT NOTE:

As soon as **You** think the **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 and complete the process from there. **You** must do this before **You** accept any settlement offer from a **Motor Insurer**.

If the **Vehicle** is **Total Loss**, do not accept an offer from a **Motor Insurer** to settle the claim unless **We** have seen the details and agree to it.

If **You** accept a settlement offer from the **Motor Insurer** without **Our** consent, **We** will base **Your** GAP payment on:

- 1) the **Motor Settlement** figure; or
- 2) the **Market Value** at the **Date of Total Loss**, whichever amount is higher.

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

We will ask for details of the **Incident**. This includes the date and cause of the **Incident**, details of anyone else involved in the **Incident** and the progress of **Your** motor claim.

If the claim is a result of malicious damage or theft, **You** must also report this to the Police within 24 hours of becoming aware of it. **You** should ask the Police for a crime reference number as **We** will need this for **Your** GAP claim.

We will also ask for **Your** consent to let **Us** discuss the claim with the **Motor Insurer**. **We** can, on **Your** behalf, take over the negotiations with the **Motor Insurer** on **Your** **Total Loss** claim if **We** need to. If **You** do not give **Us** **Your** consent, **We** can settle **Your** claim using the value of the **Vehicle** at the date of the **Total Loss**.

You must also give **Us**, when **We** ask for it:

- a) written confirmation from the **Motor Insurer**:
 - i) that they have paid the **Motor Settlement** as a **Total Loss**, and
 - ii) the terms of the **Motor Settlement**.
- b) the original purchase invoice or sales receipt for the **Vehicle**.
- c) the **Vehicle**'s log book. If the name of any document changes (for example 'V5' or 'VIR'), **You** will need to give **Us** the replacement document.

4. How to claim *(continued)*

- d) the **Vehicle's** current MOT.
- e) anything else **We** reasonably need to assess the claim.

Subrogation

If **You** make a claim on this **Policy** and **You** have rights that **You** can enforce against someone else, **You** must:

- take all necessary steps to enforce those rights for **Our** benefit, or
- let **Us** take those steps in **Your** name.

This is so that if the other person is liable to pay towards the claim, **We** can recover any money that **We** have paid or might have to pay.

You must also let **Us**, in **Your** name, take over, conduct, defend and settle any claim against **You** that **We** may be liable for.

Doing this will not affect **Your** claim with **Us**. If there are any costs for taking these steps, **We** will pay them.

Other insurance

If **You** have another **Policy** that would also cover **Your** GAP claim, **We** only have to pay **Our** share of the claim.

So that **We** can recover any money that is more than **Our** share of the claim, **You** must:

- tell **Us** that **You** have the other insurance **Policy**, and
- give **Us** full details of it, and

- let **Us** take all necessary steps to enforce it in **Your** name.

Settlement:

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

5. When Your cover ends

This **Policy** will end on whichever of these happens first - the date:

- a) shown as the expiry date on the **Schedule of Cover**.
- b) **We** pay **Your** GAP claim.
- c) **You** do not pay a monthly **Premium** instalment when it is due.
- d) **You** sell the **Vehicle** to someone else.
- e) **You** no longer have a comprehensive **Motor Policy** for the **Vehicle**.
- f) **You** decline to accept a **Motor Insurer's** offer to replace the **Vehicle** with another **Vehicle**.
- g) **We** tell **You** that **We** have cancelled the **Policy** in line with 'Our right to cancel'.
- h) **You** cancel it.
- i) **You** are no longer a resident in the United Kingdom
- j) the **Vehicle** is repossessed.

6. Your right to cancel

If **You** would like to cancel this **Policy**, please contact the **Administrator**

Tel: 0800 254 5074
9:00am to 5:30pm Monday to Friday

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

Email: info@motoreasy.com

Message: Via 'mail' in **Your** MotorEasy account

1) The cooling-off period

This is within 30 days of the **Policy** start date, or the date **You** receive the **Policy** documents (if this happens later).

If **You** cancel during the cooling-off period, **We** will refund any **Premium** that **You** have paid, provided **You** have not made, and do not intend to make, a claim under this **Policy**. If **You** have made a claim, **You** will not get a **Premium** refund.

2) After the cooling-off period

You can cancel at any time but there will be no refund of payments that **You** have already made as **You** will only have paid for the cover **You** have already received as **You** will only have paid for the cover **You** have already received. However, if **You** have made a claim, **You** will owe the full **Premium**.

3) If **We** change **Your Premium** instalment or vary **Your** terms and conditions and **You** do not want to continue **Your** cover, **You** can:

- contact **Us** to discuss **Your** options, or
- cancel without notice and without penalty. Any cancellation will take effect at the end of the period for which **You** have already paid **Your** monthly **Premium** instalment.

7. Premiums

- 1) This **Policy** is payable in monthly instalments. If **You** do not pay the **Premium** instalment when it is due, cover will automatically end. The **Policy** will last no longer than 36 months from the start date.
 - 2) Important Note: **You** must pay the **Premium** instalments in order to have cover under this **Policy**.
 - 3) This **Policy** has reviewable premiums. This means that **We** can change **Your Premium** instalment by giving **You** 30 days' notice. When **We** review premiums, **We** will only consider any future impact of:
 - (a) new information from **Our** own experience that suggests **Our** future claims experience is likely to be different to **Our** predictions. This includes changes to the number of claims, or the average amount for each claim, that **We** expect to pay.
 - (b) new information from external sources. This can include, for example, general industry information on new and used **Vehicle** values, **Vehicle** theft rates and **Total Loss** rates.
 - (c) relevant changes to **Our** previous assumptions in relation to:
 - (i) expenses for providing the insurance;
 - (ii) **Policy** cancel rates which affect the average time a **Policy** is held;
 - (iii) interest rates or tax rates;
 - (iv) the cost of any legal or regulatory requirements.
- We** will not make any changes to **Your Premium**:
- based on whether **You** have made a claim, or
 - to recover any previous losses.
- 4) **We** will review **Your Premium** at least annually. If **We** change the **Premium**, **We** will give **You** 30 days' written notice, sent to **Your** last known address. However, if the change is due to legislative, tax or regulatory requirements which are outside **Our** control, **We** may not be able to give **You** 30 days' notice.
 - 5) If **We** change the **Premium**, **We** will not change it again in the following 365 days. This does not apply for a change due to legislative, tax or regulatory requirements.
 - 6) As a result of the **Premium** review, **Your Premium** may go up, stay the same or go down.
 - 7) If **We** change the **Premium** and **You** do not want the cover, **You** can cancel the **Policy**. See Section 6 'Your right to cancel'.

8. Terms and Conditions

- 1) **We** may vary the terms and conditions of this **Policy** to reflect changes in the assumptions set out in Section 7 (3) (c) above which **We** use to design and price **Your** cover. Such changes may have the effect of increasing or reducing the cover previously provided under this **Policy**.
- 2) When changing **Your** terms and conditions **We** will only consider any future impact of changes in one or more assumptions due to the reasons set out in Section 7 (3) (c) above.
- 3) **We** may vary or waive **Your** terms and conditions to:
 - (a) improve **Your** cover;
 - (b) comply with any applicable laws or regulations;
 - (c) reflect any changes to taxation; or
 - (d) correct any typographical or formatting errors that may occur.
- 4) If **We** change the terms and conditions of this **Policy**, **We** will give **You** 30 days' written notice, sent to **Your** last known address. However, if the change is due to legislative, tax or regulatory requirements which are outside **Our** control, **We** may not be able to give **You** 30 days' notice.
- 5) If **We** make changes to the terms and conditions, **We** will not make any further changes in the following 365 days. This does not apply for a change due to legislative, tax or regulatory requirements..
- 6) **We** will not make any changes to **Your** terms and conditions:
 - (a) for any reason other than changes in the assumptions mentioned in Section 7 (3) (c) or for the reasons set out in Section 8 (3);
 - (b) based on whether **You** have made a claim; or
 - (c) made to recover any previous losses.
- 7) If **We** change or waive **Your** terms and conditions and **You** do not want the cover, **You** can cancel the **Policy**. See Section 6 'Your right to cancel'.

9. Our right to cancel

- 1) **We** may cancel **Your** insurance cover by giving not less than 90 days' written notice:
 - (a) in the unlikely event that for any of the reasons listed in Section 7 **We** expect to experience unsustainable losses for the particular country or market sector that applies to **Your Policy**; or
 - (b) if **We** decide for reasons of strategy or cost that it is no longer viable for **Us** to continue to provide cover within the particular country or market sector that applies to **Your Policy**.
- 2) Any decision to cancel cover will not be made at an individual level and will not be based on whether **You** have made a claim, except where, Section 9 (3) (a), (b) or (c) applies.
- 3) **We** may, however, cancel **Your Policy** immediately:
 - (a) if **You** deliberately tell **Us** something which is untrue or misleading in response to any question **We** asked **You** when **You** purchased or renewed **Your Policy**, or applied to vary **Your Policy** (or **We** can demonstrate from the relevant circumstances that **You** did not take reasonable care to ensure the statements **You** made to **Us** were true);
 - (b) if **You** unintentionally tell **Us** something which is untrue or misleading in response to any question **We** asked **You** when **You** purchased or renewed **Your Policy** or applied to vary **Your Policy** which, if correctly answered, would have caused **Us** to decline **You** for cover;
 - (c) if there is evidence of dishonesty or deceitful behaviour by **You** (or by someone acting on **Your** behalf) in relation to the cover provided under this **Policy**;
 - (d) if it is necessary to comply with any applicable laws or regulations; or
 - (e) if necessary to comply with any applicable sanctions. **We** will not be liable to provide cover (including payment of a claim or provision of any other benefit) under this **Policy** if **We** are prevented from doing so by any sanction which prohibits **Us** or **Our** parent company (or **Our** parent company's ultimate controlling entity) from providing cover under this **Policy**. Sanctions change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freeze the assets of a government, the corporate entities and residents of a sanctioned country, or freeze the assets of specific individuals or corporate entities. This means that if **You**, or any joint policyholder or other relevant third party who has suffered a loss which would otherwise be covered under the **Policy**, are the subject of a sanction, **We** may not be able to provide cover under the **Policy**.
 If **Your Policy** is cancelled as a result of 9 (3) (a), (c) or (e), **We** will not return any premiums **You** have paid.
 If **Your Policy** is cancelled as a result of 9 (3) (b) or (d), **We** will return any premiums **You** have paid, provided no successful claim has been made.

10. *Fraud / cover that is not valid*

We have a regulatory obligation to prevent fraud or dishonesty. If **You** make a claim, **We** can share any information **You** give **Us** and details of the claim with other insurers in order to prevent fraud.

Fraud

If any claim made by **You** or anyone acting on **Your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

- not pay **Your** claim, and
- recover (from **You**) any payments **We** have already made in respect of that claim, and
- cancel **Your** insurance from the time of the fraudulent act, and
- inform the police of the fraudulent act.

If **We** cancel **Your** insurance from the time of the fraudulent act, **We** will not pay any claim for any **Incident** which happens after that time and may not return any of the **Premium** already paid.

Cover that is not valid

If **We** pay a claim as a result of **Your** dishonesty (or the dishonesty or someone acting on **Your** behalf), that payment must be paid back. **We** can take legal action against **You** for the return of any payments.

11. General conditions

- a) **You** cannot transfer this **Policy** to any other person or use this **Policy** as security for any debt or obligation in any manner whatsoever.
- b) When **Your** cover under this **Policy** ends it will not have a surrender or cash value.
- c) Governing law
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.
- d) To help **Us** improve the quality of **Our** service, telephone calls may be monitored and recorded.
- e) **We** have a regulatory obligation to prevent fraud. In the event of a claim, any information **You** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim may be shared with other insurers in order to prevent fraudulent claims.

- f) The Financial Services Compensation Scheme (FSCS)
Helvetia Global Solutions Ltd, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Helvetia Global Solutions Ltd cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.
You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY
Further information can be obtained from the Financial Services Compensation Scheme:
By email: enquiries@fscs.org.uk
By telephone: 0800 678 1100 or 020 7741 4100
For more information, please visit <https://www.fscs.org.uk>

Complaints

Our aim is to provide the highest level of service to **You** at all times. **We** do, however, realise that things can go wrong occasionally.

To make a complaint please contact the **Administrator** :

Call us: 0800 254 5074
 Email us: info@motoreasy.com
 Write to us: MotorEasy Services Ltd
 60 Portman Road Reading RG30 1EA

Please quote **Your** insurance **Policy** number and / or claim number in all correspondence and enclose any evidence or documentation that **You** wish to be considered.

We will try to resolve **Your** complaint quickly and within the following timescales:

- Acknowledge the complaint within three working days of receiving it
- Aim to resolve the complaint within five working days.
- If further investigation is required, try to resolve the complaint within four weeks of receiving it

If **You** are not satisfied with the answer **We** give **You** or if **You** have not had **Our** final response within 8 weeks of **Us** receiving **Your** complaint, **You** can refer the complaint to:

Financial Ombudsman Service Exchange Tower, London E14 9SR Call: 0800 023 4 567 or 0300 123 9 123 Online: www.financial-ombudsman.org.uk

This procedure will not prejudice **Your** right to take legal proceedings.

However, please note that there are some instances when the Financial Ombudsman Service cannot consider complaints.

A leaflet detailing **Our** full complaints and appeals process is available from **Us** on request.

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.

Details about the extent of **Our** regulation by the [Prudential Regulation Authority](#) are available from us on request.