



CAR PROTECT
Extended New & Used Car Warranties

CAR PROTECT GAP

General Asset Protection Insurance





HOW TO CONTACT US

By Telephone

Claims & Technical Queries Line - **015313000 - Option 2**

Customer Services - **015313000 - Option 3**

By Email

Customer Services - **info@carprotect.ie**

By Post

For Policy Changes (i.e. change of address) or Technical Queries and Claims

Car Protect Warranties Ltd
16 Heeleys View
Malahide
Co Dublin

Car Protect Warranties is Regulated By the Central Bank Of Ireland

BACK TO INVOICE GAP INSURANCE- POLICY TERMS AND CONDITIONS

Introduction

Your insurance is made up of the following:

1. This **Policy** that sets out exactly what is covered and not covered under the insurance, how to make a claim and other important information, and
2. The **Schedule** that sets out the details of **You**, **Your Vehicle**, the **Period of Insurance** and the **Claim Limit**.

You should read the **Policy** and **Schedule** together.

Certain words have special meanings. These are listed below under "Definitions" and where they appear in the **Policy** are shown in bold type and with a capital letter.

Your Right To Change Your Mind

You may cancel this **Policy** within 21 days of the insurance start date by writing to the **Administrator**. Provided **You** have not made a claim, **We** will refund any premium paid. If **We** have made a claim payment under **your policy**, **you** will have to return the money to **us**.

You may cancel this **Policy** at any other time by writing to the **Administrator** but no refund of premium will be available.



DEFINITIONS

1. **Administrator** means - **MB&G, Howard Street, South Shields, Newcastle, England**
2. **Application** means any written or verbal declaration together with any additional information **You** may have supplied to the **Insurer** in connection with this insurance.
3. **Date of Loss** means the date of the incident upon which the UK authorised insurer for **Your** comprehensive **Motor Insurance** agrees to pay a claim for **Total Loss**.
4. **Eligible Vehicle'** means the vehicle shown on the **Schedule**.

This Policy will not cover:
 - emergency vehicles, hire and reward vehicles (for example taxis, courier service vehicles), buses, trucks, heavy goods vehicles, motorcycles or invalid carriers.
 - any commercial vehicles over 3.5 tonnes
 - vehicles modified other than in accordance with manufacturers' specifications
 - any imported vehicle (unless specifically manufactured as right hand drive and purchased from a UK/Irish distributor authorised by the manufacturer of the vehicle).
 - vehicles used for road-racing, rallying, pace-making, speed testing or any other competitive event
 - the **Insured Vehicle** if it is being driven by any person not holding a valid, current licence to drive it
5. **Benchmark Fleet Services Ltd Used Vehicle Price Guide** means the car values guide published by Benchmark Fleet Services Ltd, used for assessing vehicle values.
6. **Insured, Policyholder, You or Your** is the person or company specified on the **Schedule** who is purchasing an **Eligible Vehicle**, who has been accepted for cover under the **Policy** and who has paid the **Premium** (and has not cancelled during any cooling off period).
7. **Insurance End Date** means the earliest of the following dates:
 - a) 36 months from the **Insurance Start Date**, or
 - b) the date on which the **Insured Vehicle** is sold or transferred to a new owner
 - c) the date on which a claim is paid in respect of the **Insured Vehicle** under this **Policy**
8. **Insurance Start Date** means the commencement date shown in the **Schedule**
9. **Insured Value** means the greater of:
 - a) the actual value of the **Insured Vehicle** (excluding contents) at the **Date of Loss** as assessed by the Motor Insurer; or
 - b) the noted market value of the Insured Vehicle (excluding contents) at the **Date of Loss** by reference to **Benchmark Fleet Services Ltd - Retail value** or an equivalent published value if the **Benchmark Fleet Services Ltd Price Guide - Retail Value** is no longer available.
10. **Insured Vehicle** means an **Eligible Vehicle**, being purchased by **You**, specified on the purchase invoice and declared on the **Schedule** which has a maximum net invoice price of €100,000 including factory and dealer fitted optional extras and/or accessories to a maximum of €1,500 and which are noted on the invoice. This insurance however shall not cover road fund licence, delivery charges, fuel, paintwork, upholstery protection kits, cherished number plate transfers, insurance premiums, warranty premiums, subscription charges or any other administration fees included on the invoice or any **Negative Equity**.
11. **Insurer, Us, Our, We** means International Insurance Company of Hannover Limited, 1 Arlington Square, Bracknell, Berkshire, UK. RG12 1WA



DEFINITIONS CONTINUED...

12. **Motor Insurance** means a fully comprehensive motor insurance policy issued by an UK Authorised insurer to **You**, insuring against the Accidental Loss or Damage, of the Insured Vehicle, which is maintained throughout the **Period of Insurance**.
13. **Negative Equity** means any outstanding debt from another source transferred to the **Loan** at, before or after the time of purchase of the **Insured Vehicle**.
14. **Net Invoice Price** means the price paid by **You** for the **Insured Vehicle**, not exceeding €100,000 (including all factory and dealer fitted optional extras and/or accessories to a maximum of €1,500 and which are noted on the invoice) and after any discount given but excluding. road fund licence, delivery charges, fuel, paintwork, upholstery protection kits, cherished number plate transfers, insurance premiums, warranty premiums, subscription charges or any other administration fees included on the invoice or any **Negative Equity**.
15. **Period of Insurance** means the period between the **Insurance Start Date** and the **Insurance End Date**.
16. **Policy** means this written agreement to provide Back to Invoice GAP Insurance to **You**.
17. **Premium** means the amount payable by the **Insured** (and any taxes or charges thereon) for Back to Invoice GAP Insurance under the **Policy**.
18. **Schedule** means the part of this insurance that contains the details of **You**, the **Insured Vehicle**, the **Period of Insurance** and the claim limit.
19. **Territorial Limits** means Great Britain, Northern Ireland, Isle of Man, Channel Islands and member countries of the European Union at the time of **Total Loss**.
20. **Total Loss** means when the **Insured Vehicle** is the subject of accidental damage, fire or theft to the extent that a claim is paid as full and final settlement under the **Motor Insurance** and the **Insured Vehicle** becomes the property of the Motor Insurer.
21. **You, Your** means the person named on **Your Schedule** of Insurance

WHAT IS COVERED

If your vehicle suffers a **Total Loss** and is written off by **Your** comprehensive Motor Insurer, the Gap **Insurer** will pay you the difference between:

- your comprehensive **Motor Insurance** settlement and
- the **Net Invoice Price** you paid for **Your Insured Vehicle**.

The maximum benefit amount the **Insurer** will pay under any policy is €25,000 which includes payment of any excess you may have from **Your** comprehensive **Motor Insurance** up to €500. The **Total Loss** must occur during the **Period of Insurance** and within the **Territorial Limits**.



WHAT IS NOT COVERED

THIS INSURANCE DOES NOT COVER ANY CLAIM

1. Where the **Total Loss** does not result in a full and final settlement being paid by **Your Comprehensive Motor Insurance** policy; or
2. If the **Insured Vehicle** is stolen by any person who has access to the keys of the **Insured Vehicle**; or
3. Where the **Total Loss** arises from an accident when the driver of the **Insured Vehicle** is 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; or
4. Where the **Total Loss** occurs while the **Insured Vehicle** is being used for pacemaking, racing, speed testing, reliability trials or any other competitive event, or being used as an emergency vehicle or for hire an reward (e.g. a taxi or courier vehicle); or
5. In respect of any loss of use of **the Insured Vehicle** or any consequential loss of any kind; or
6. Where the **Total Loss** occurs outside the Territorial Limits; or
7. For any VAT element on any commercial vehicle; or
8. Or any part of a claim in relation to **Negative Equity**; or
9. For factory and dealer fitted optional extras and/or accessories exceeding the total maximum amount of €1,500 and/or any items that are not noted on the invoice; or
- 10 For road fund licence, delivery charges, fuel, paintwork, upholstery protection kits, cherished number plate transfers, insurance premiums, warranty premiums, subscription charges or any other administration fees included on the invoice; or
11. Arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, acts of terrorism, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or
12. Directly or indirectly caused by or contributed to or arising from ionising radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

OVER CONDITIONS

1. If **You** decline the offer of a replacement vehicle under the terms of the **Motor Insurance** then **We** reserve the right to settle the claim using the cost of a brand new replacement vehicle at the **Date of Loss** by reference to **Benchmark Fleet Services Ltd Vehicle Price Guide - Retail Value** as the **Insured Value**. Please note that if **You** do decline the offer of a replacement vehicle, then this may result in no benefit being paid to **You**.
2. The **Policy** is not transferable to any subsequent owner of the **Insured Vehicle** or to any other vehicle.



OTHER CONDITIONS CONTINUED...

3. If any information provided to **Us** or the **Administrator** by **You**, or anyone acting on **Your** behalf, is inaccurate or if **You** fail to disclose any information which might reasonably affect **Our** decision to provide insurance under this **Policy**, **Your** right to any benefit under this **Policy** will end.
4. If any claim made under this **Policy** is fraudulent or is intended to mislead **Us** or the **Administrator**, or if fraudulent or misleading means are used by **You** or anyone acting on **Your** behalf to obtain any payment under this **Policy**, **Your** right to any benefit under this **Policy** shall immediately end and **We** shall be entitled to recover any previous benefit paid, and any costs incurred.
5. This **Policy**, **Schedule**, **Your Application** and any other written statement made by **You**, or on **Your** behalf, on which **We** or the **Administrator** have relied when accepting **Your** policy, shall constitute the entire contract between **You** and **Us**
6. 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.
7. Unless written permission to the contrary is given by the **Administrator** cover under this **Policy** must be purchased within 30 days of the delivery of the **Insured Vehicle**.
8. This **Policy** is not renewable.
9. The parties hereto are free to choose the law applicable to this insurance contract. However, unless specifically mutually agreed to the contrary prior to the **Insurance Start Date**, this insurance shall be subject to English Law and the jurisdiction of the English courts.

HOW TO MAKE A CLAIM

In the event of a claim please, within 60 days, request a claim form from **Our** claims department at **MB&G, Howard Street, South Shields, Newcastle**

1. **You** must complete the claim form in full and return it to them.
2. **You** must supply all information that they require and offer any assistance that may be needed to establish the amount of any payment due under **Your** insurance. This will include providing the following documents:
 - a) The original purchase invoice in respect of the **Insured Vehicle**
 - b) A copy of the Comprehensive Motor Insurance claim form
 - c) A copy of the Comprehensive Motor Insurance certificate and policy wording/policy booklet
 - d) A copy of the final settlement offer letter under the **Motor Insurance**.

IMPORTANT

In the event of a claim **You** should contact the Claims Department **before** accepting the valuation/ payout from **Your** motor insurer. **We** may at our discretion in **Your** name, take over the negotiations with the Comprehensive Motor Insurer with respect to Your Total Loss claim



CUSTOMER CARE

Our aim is to provide the highest level of Service to You at all times. If You feel that this has not been achieved or have cause for complaint You should, in the first instance, write to **Car Protect Warranties Limited , 16 Heeleys View, Malahide, Co. Dublin**, or telephone them on 015313000 option 3. Please ensure that You have Your insurance reference number to hand.

If You are not satisfied with the response You may write to: Customer Relations Officer, International Insurance Company of Hannover Limited, 1 Arlington Square, Bracknell, Berkshire, UK. RG12 1WA who will provide full details of the complaints procedure and review **Your** case.

If the matter has still not been resolved to **Your** satisfaction, **You** may contact the Financial Ombudsman Service, set up by the Financial Services Authority to review any unresolved complaints. They may be reached at: The Financial Ombudsman Service, South Key Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800; e-mail complaint.info@financial-ombudsman.org.uk. This procedure is in addition to any other legal rights **You** may have to take legal proceedings.

Any telephone calls made in connection with this **Policy** may be monitored or recorded to assist with staff training and for quality control purposes.

If **You** suffer from any disability affecting your ability to read the **Policy** and/or **Schedule** and/or to take any action under them please contact, or arrange for some person, on **Your** behalf, to contact the **Administrator** for assistance.

COMPENSATION

International Insurance Company of Hannover Limited is covered under the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met (100% if the insurance is legally compulsory). Compensation is only available to commercial customers in limited circumstances. Further information can be obtained from the **Insurer**, or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers,
1 Portsoken Street, London E1 8BN.
Tel: 020 7892 7300

DATA PROTECTION

For the purposes of the Data Protection Act 1998, the data controller with regard to the information **You** supply under this **Policy** is MB&G. Some or all of the Information may be shared with the **Insurer** and their agents in connection with the underwriting, servicing and administration of **Your Policy**. Where **You** have provided information about another person, it is understood that they have authorised **You** to act on their behalf and that they consent to their personal data being used in a similar manner.