

# RETURN TO INVOICE GAP POLICY DOCUMENT FOR NEW AND USED CARS AND LCV'S

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Welcome to your gap insurance policy document

This gap insurance document sets out clearly the cover available to you.

Please read through your gap insurance document carefully as you must comply with the terms and conditions to ensure you obtain maximum benefit.

Any questions you may have about this policy will quickly be answered by calling your supplying dealer or the administrator directly, who will be pleased to help you.

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## HOW TO CONTACT US

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### 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

## POLICY TERMS AND CONDITIONS

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### 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 with a capital letter.

### YOUR RIGHT TO CHANGE YOUR MIND

You may cancel this Policy within 14 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

**ADMINISTRATOR** - MB&G Insurance Services Ltd, Cobalt Business Exchange, Cobalt Park Way, Wallsend, Newcastle Upon Tyne, NE28 9NZ

**APPLICATION** - any written or verbal declaration together with any additional information You may have supplied to the Insurer in connection with this insurance.

**DATE OF LOSS** - the date of the incident upon which the Irish authorised insurer for Your comprehensive Motor Insurance agrees to pay a claim for Total Loss.

**ELIGIBLE VEHICLE** - 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

**BENCHMARK FLEET SERVICES LTD USED VEHICLE PRICE GUIDE** - the car values guide published by Benchmark Fleet Services Ltd, used for assessing vehicle values.

**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).

**INSURANCE END DATE** - 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

**INSURANCE START DATE** - the commencement date shown in the Schedule

**INSURED VALUE** - 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.

**INSURED VEHICLE** - 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 and 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.

**INSURER, US, OUR, WE** - International Insurance Company Of Hannover SE UK Branch, 10 Fenchurch Street, London EC3M 3BE, and whose Registered Office is Roderbruchstrase 26, 30655 Hannover, Germany. Registration No: HRB 211924. License No: Geschäftszeichen VA 31-1 2230-2014/0001; 2014/1435347

Per White Oak Underwriting Agency Limited. Registered in England number 6832820.

## DEFINITIONS CONTINUED...

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**MOTOR INSURANCE** - a fully comprehensive motor insurance policy issued by an Irish Authorised insurer to You, insuring against the Accidental Loss or Damage, of the Insured Vehicle, which is maintained throughout the Period of Insurance.

**NEGATIVE EQUITY** - any outstanding debt from another source transferred to the Loan at, before or after the time of purchase of the Insured Vehicle.

**NET INVOICE PRICE** - 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.

**PERIOD OF INSURANCE** - the period between the Insurance Start Date and the Insurance End Date.

**POLICY** - this written agreement to provide Return to Invoice GAP Insurance to You.

**PREMIUM** - the amount payable by the Insured (and any taxes or charges thereon) for Return to Invoice GAP Insurance under the Policy.

**SCHEDULE** - the part of this insurance that contains the details of You, the Insured Vehicle, the Period of Insurance and the claim limit.

**TERRITORIAL LIMITS** - Republic Of Ireland, Great Britain, Isle of Man, Channel Islands and member countries of the European Union at the time of Total Loss.

**TOTAL LOSS** - 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.

**YOU, YOUR** - the person named on Your Schedule of Insurance

## WHAT IS COVERED

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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. (please see your quality Policy Schedule for your claim limits) The Total Loss must occur during the Period of Insurance and within the Territorial Limits.

## WHAT IS NOT COVERED

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### 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 motor racing track or circuit, airfield, test-venue, derestricted road, Nurburgring Nordschliefe or an off-road event, or for racing, pace-making, competitions, rallies, track days, trials or tests, speed trials or speed tests or any other competitive event, or being used as an emergency vehicle or for hire and 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 and 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.

### OTHER CONDITIONS

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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...

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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 90 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

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In the event of a claim please, within 60 days, contact our claims department to request a claims form by email: [claims@carprotect.ie](mailto:claims@carprotect.ie) or by telephone **015313000 pressing Option 2**

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

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In the unlikely event of a dispute occurring regarding this Policy the Insured should address any complaint to:

**Complaints Manager**  
**International Insurance Company of Hannover SE**  
**10 Fenchurch Street**  
**London**  
**EC3M 3BE**

**Tel: +44 (0) 20 7015 4000**

The Insured may also be eligible to refer a complaint to the Financial Ombudsman Service ("FOS"). Information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or on +44 (0) 300 123 9 123. Alternatively the Customer Care Manager contactable above can provide further details regarding progressing a claim to FOS.

## COMPENSATION

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International Insurance Company of Hannover SE is covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if International Insurance Company of Hannover SE are unable to meet their obligations to you.

For further information on the FSCS, please visit [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting:

**Financial Services Compensation Scheme**  
**10th Floor, Beaufort House**  
**15 St Botolph Street**  
**London EC3A 7QU**  
**Telephone: +44 (0)800 678 1100 or +44 20 7741 4100**  
**Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)**

## DATA PROTECTION

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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.