

GAP INSURANCE POLICY DOCUMENT RETURN TO INVOICE COMBINED

Welcome to your **Return To Invoice Combined** Gap insurance policy document for new and used passenger or light commercial vehicles.

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 a member of the Car Protect team.

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INTRODUCTION

This insurance is arranged by: Car Protect Warranties Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königsstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Car Protect Warranties Limited is authorised and regulated by The Central Bank of Ireland. Firm Reference No. C89996. You can check our details on the Central Bank of Ireland's Register from the Central Bank website www.centralbank.ie.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check Our details on the Financial Services Register from the Financial Conduct Authority website www.fca.org.uk or by calling the FCA on +44 (0)300 500 8082.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No.769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Great Lakes Insurance SE is regulated by the Central Bank of Ireland for the Conduct of Business Rules.

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
12 Merrion Square
Dublin 2
D02 H798

Car Protect Warranties is Regulated By the Central Bank Of Ireland

POLICY TERMS AND CONDITIONS

Your insurance is made up of the following:

POLICY DOCUMENT

The Policy document sets out exactly what is covered and not covered under the insurance, how to make a claim and other important information, and

POLICY SCHEDULE

The Schedule 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 under “Definitions” and where they appear in the Policy Document they are shown with a capital letter.

CANCELLING THE POLICY

If You decide that for any reason, this Policy does not meet Your insurance needs then please contact the Administrator within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, We will then refund Your premium in full.

You may cancel the insurance cover after 14 days by informing the Administrator however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days’ notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your last known address. Valid reasons may include but are not limited to:

- Where We reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- You have not taken reasonable care to provide accurate and complete answers to the questions We ask.

If We cancel the policy and/or any additional covers You will receive a refund of any premiums You have paid for the cancelled cover, less a proportionate deduction for the time We have provided cover.

Where our investigations provide evidence of fraud or misrepresentation, We may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when You provided Us with incomplete or inaccurate information. This may result in Your policy being cancelled from the date You originally took it out and We will be entitled to keep the premium.

If Your policy is cancelled because of fraud or misrepresentation, this may affect Your eligibility for insurance with us, as well as other insurers, in the future.

DEFINITIONS

ADMINISTRATOR

Car Protect Warranties Ltd, 12 Merrion Square, Dublin 2, Ireland

AGREED VALUE

The current declared value of the Vehicle as declared by You and as stated on the Schedule of Insurance, or the value of the Vehicle based on the maximum shown within values provided by Benchmark Fleet Services adjusted for mileage, condition, inflation and other market forces, at the start date of Your Policy including factory fitted extras, but excluding dealer fitted accessories, warranty charges, service plans, insurance premium, and paintwork or upholstery protection kits; whichever is the lesser.

APPLICATION

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

BENCHMARK FLEET SERVICES LTD USED VEHICLE PRICE GUIDE

The car values guide published by Benchmark Fleet Services Ltd, used for assessing vehicle values.

CLAIMS ADMINISTRATOR

Car Protect Warranties Ltd, 12 Merrion Square, Dublin 2, Ireland

COMPUTER VIRUS - A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

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.

EARLY FINANCE SETTLEMENT FIGURE

The balance payable to the Financier at the date of the Total Loss under the terms of the finance agreement, but excluding any of the following:

ELECTRONIC DATA

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

ELIGIBLE VEHICLE

The vehicle shown on the Schedule.

FINANCIER

Any Irish based finance company, bank, credit union or lender who helped You to buy the Vehicle by lending You the money.

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

DEFINITIONS CONTINUED...

INSURANCE START DATE

The commencement date shown in the Schedule.

INSURED AMOUNT

The difference between the Insured Value and (A) the purchase price of the insured Vehicle as confirmed by the Net Invoice Selling Price; or (B) the amount of Your Early Finance Settlement Figure, if greater.

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 €3,500 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

UK General Limited on behalf of Great Lakes Insurance SE

MOTOR INSURANCE POLICY

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 €3,500 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 DOCUMENT

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.

POLICY SCHEDULE

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

DEFINITIONS CONTINUED...

REPLACEMENT VEHICLE

A vehicle of the same make, model and specification as the insured Vehicle when you purchased it. If the model is no longer available, the price of the nearest equivalent vehicle or superseding model will be used instead.

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

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:

The Insured Value (The amount that You receive under Your Motor Insurance Policy in respect of Your Vehicle being a Total Loss) and either the purchase price of the Insured Vehicle as confirmed by the Net Invoice Selling Price or the amount of Your Early Finance Settlement Figure, whichever is the greater.

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 a value of €500. (please see your Policy Schedule for your claim limits). The Total Loss must occur during the Period of Insurance and within the Territorial Limits.

ELIGIBILITY REQUIREMENTS

You are eligible for cover under this policy provided:

- (1) You are the owner or registered keeper of the Vehicle or You are financing the Vehicle on behalf of the owner or registered keeper of the Vehicle.
- (2) The registered keeper or owner of the Vehicle holds a driving licence that is valid for use in the Republic Of Ireland for the duration of the Policy.
- (3) You purchase this policy within 90 days of taking ownership of the Vehicle.
- (4) The Net Invoice Selling Price does not exceed €100,000 (one hundred thousand euro).
- (5) The Vehicle is less than 8 years old on the day You purchase Your Policy.
- (6) The Vehicle has not covered more than 130,000 km on the day You purchase Your Policy.
- (7) The Vehicle is not specifically excluded under the terms and conditions of this Policy.
- (8) The Vehicle is insured under a comprehensive Motor Insurance Policy

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 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 €3,500 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) Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- (12) Any direct or indirect consequence of terrorism as defined by the Criminal Justice (Terrorist Offences) 2005 and 2015.
- (13) Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- (14) Any consequence, howsoever caused, including but not limited to a Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

THIS POLICY WILL NOT COVER

- (1) Emergency vehicles, hire and reward vehicles (for example taxis, courier service vehicles), buses, trucks, heavy goods vehicles, motorcycles or invalid carriers.
- (2) Any commercial vehicles over 3.5 tonnes.

WHAT IS NOT COVERED CONTINUED...

- (3) Vehicles modified other than in accordance with manufacturers' specifications.
- (4) Any imported vehicle (unless specifically manufactured as right hand drive and purchased from a UK/Irish distributor authorised by the manufacturer of the vehicle).
- (5) Vehicles used for road-racing, rallying, pace-making, speed testing or any other competitive event.
- (6) The Insured Vehicle if it is being driven by any person not holding a valid, current licence to drive it.

OTHER 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.
- (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

In the event of a claim please, within 60 days, contact our claims department to request a claims form:

BY EMAIL

claims@carprotect.ie

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

It is the intention to give You the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should follow the Complaints Procedure below:

COMPLAINTS REGARDING THE SALE OF THIS POLICY

Please contact Your agent who arranged the insurance on Your behalf.

If Your complaint about the sale of Your policy cannot be resolved by the end of the third working day, Your agent will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds, LS10 1RJ

Telephone: +44 (0)345 218 2685
Email: customerrelations@ukgeneral.co.uk

COMPLAINTS REGARDING CLAIMS

If your complaint is about the handling of a liability claim, please contact:

Car Protect Warranties Ltd
12 Merrion Square
Dublin 2
Ireland
D02 H798

Telephone: 015313000 option 2
Email: complaints@carprotect.ie

If Your complaint about Your Claim cannot be resolved by the end of the third working day, Car Protect Warranties Limited will pass it to:

The Customer Relations Manager
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds, LS10 1RJ

Telephone: +44 (0)345 218 2685
Email: customerrelations@ukgeneral.co.uk

In all correspondence, please state Your policy number and quote scheme ref 06625A

CUSTOMER CARE CONTINUED...

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €3 million. You may contact the Financial Services Ombudsman Bureau at:

**3rd Floor Lincoln House
Lincoln Place
Dublin 2**

**Telephone: Lo Call 1890 88 20 90 or +353 (0)1 6620899
Email: enquires@financialombudsman.ie**

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local Citizens Advice Bureau.

COMPENSATION

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Great Lakes Insurance SE cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim.

You can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. You may also contact the FSCS on:

**Financial Services Compensation Scheme
PO Box 300
Mitcheldean, GL17 1DY**

Telephone: +44 (0)20 7741 4100

DATA PROTECTION

Please note that any information provided to Us will be processed by Us and our agents in compliance with the provisions of the Data Protection Act 1988 and 2003, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area (EEA). All countries in the EEA, which includes the UK, have similar standards of legal protection for Your personal information. If We share Your information outside the EEA We will require Your personal information to be protected to at least UK standards.

INSURANCE ACT 1936

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 (or future amendments thereto) be payable and paid in the Republic of Ireland.

FINANCE ACT 1990

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999 (or future amendments thereto).