

# Volkswagen Financial Services

Finance. Insurance. Fleet. Mobility.

## Volkswagen Gap Insurance Cover Booklet





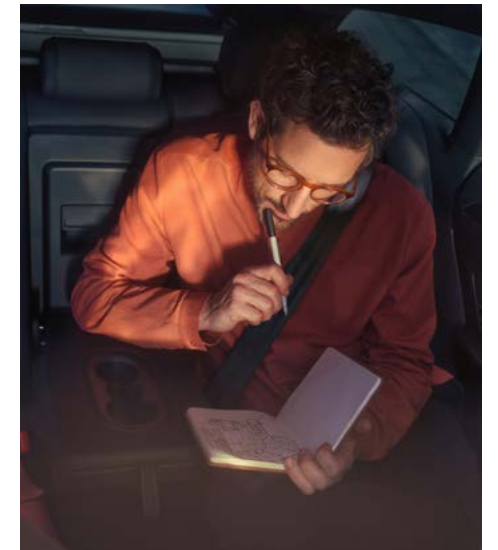
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Front cover model shown is new Tiguan R-Line with optional 'IQ. Light' LED headlights and metallic paint. Model shown on this page is new Arteon Shooting Brake R-Line with optional 20" 'Nashville' alloy wheels, Dynamic Chassis Control (DCC), 'IQ. Light' LED headlights, Park Assist and metallic paint.

# Welcome



## Welcome to Volkswagen Gap Insurance.

This policy is designed to help **you** in the event that **your vehicle** is stolen or damaged beyond economical repair and deemed to be a **total loss** by **your motor insurer**.

Should the worst happen, Volkswagen Gap Insurance could pay the difference between the **motor insurance settlement** and the price **you** paid for **your vehicle** or the outstanding balance on **your vehicle finance agreement**, whichever is greater. If **your vehicle** is leased or hired, **we** will cover the difference between **your motor insurance settlement** and the **lease early termination charge**, including any rentals paid in advance as a deposit. The maximum amount payable is subject to the limits detailed on **your schedule**.

We hope **you** never need to claim on **your** Volkswagen Gap Insurance but if **you** do, **you** should follow the claims process shown on page 11. Please note, **you** can download this document or access it via the Customer Portal ([www.customerportal.insurance-volkswagen.co.uk](http://www.customerportal.insurance-volkswagen.co.uk)) at any time. **We** recommend keeping this document safe as **you** will need it if **you** have to make a claim.

Please ensure **you** read this Cover Booklet and fully understand the terms and conditions relating to the policy provided to **you**. If **you** have any questions that are not answered within this Cover Booklet, please contact **us**.

Please also take a couple of minutes to check the details **we** hold for **you** on **your schedule** and tell **us** immediately if there are any mistakes.



Model shown is ID.3 1<sup>st</sup> Edition





Model shown (below) is T-Roc Cabriolet Design with optional LED headlights, front fog lights and metallic paint.



# Contractual agreement

Volkswagen Financial Services is a trading name of Volkswagen Financial Services (UK) Limited, registered in England number: 2835230. Volkswagen Financial Services (UK) Limited is authorised and regulated by the Financial Conduct Authority.

Volkswagen Gap Insurance from Volkswagen Financial Services is administered by Car Care Plan Limited which is authorised and regulated by the Financial Conduct Authority (hereinafter known as the '**Administrator**').

This policy wording is evidence of a legally binding contract of insurance between **you** and Motors Insurance Company Limited (hereinafter known as the '**Insurer**', '**we**', '**us**', '**our**').

Motors Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202875.

This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register)

# Definitions



Model shown is new Tiguan R-Line with optional 'IQ. Light' LED headlights and metallic paint.

Whenever the following words or expressions appear in **your** policy, they have the meaning given below. For ease of reference, defined words or expressions in **your** policy are shown in bold type.

## Administrator

Car Care Plan Limited, Jubilee House,  
5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG

## Finance agreement

Means the credit or hire purchase agreement between **you** and the **finance company** relating to **your vehicle**.

## Finance company

An authorised **United Kingdom finance company** with whom **you** have a **finance agreement** in respect of **your vehicle**.

## Finance early settlement amount

The amount required to settle the credit or hire purchase agreement at the date of **total loss** excluding any amount carried over from a previous **finance agreement (negative equity)**, any insurance **premiums**, additional interest charges, discounts, incentives and cashbacks, arrears, road fund licence fee, title discharge fees and any other financed amount not relating specifically to **your vehicle**.

## Glass's Guide

A motor industry publication which provides vehicle valuations.

## Grey import

A new vehicle destined for markets outside the European Union which is being brought into the European Union by parties outside the manufacturer's official distribution chain.

## Insured value

The value of **your vehicle** excluding any contents:

- As assessed by the **motor insurer** of **your motor insurance policy** on **your vehicle** at the date of the **total loss**; or
- As assessed by the **motor insurer** of a third party against which **you** have a claim or **our** appointed assessor, at the date of the **total loss**.

Please refer to the conditions under 'Making a claim' within this policy.

## Insurer

Motors Insurance Company Limited, Jubilee House,  
5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

## Lease agreement

The contract hire or **lease agreement** with the **lease company** relating to **your vehicle**, for the use of **your vehicle**.

## Lease company

An authorised **lease company** with whom **you** have a lease or contract hire agreement in respect to **your vehicle**.

## Lease early termination charge

The net balance required by the **lease company** at the date of the **total loss** to settle the balance owing under the **lease agreement**, excluding any arrears, all maintenance, road fund licence fee, late payment charges, insurance **premiums**, recoverable VAT, excess mileage charges, excess wear and tear charges and any uncollected **premium** due under this policy.

## Motor insurance policy

Means a policy issued by a **motor insurer** in accordance with the Road Traffic Act 1988, which insures **your vehicle** on a comprehensive basis for the full market value of **your vehicle** throughout the **period of insurance**. Where **your vehicle** is being used by any permitted driver, a comprehensive **motor insurance policy** must be held by them in respect of **your vehicle**. Please note: Motor trade insurance policies of any type are excluded.



### Motor insurance excess

The amount deducted from **your motor insurance settlement** by **your motor insurer**.

### Motor insurance settlement

The amount **your motor insurer** will pay to settle **your** claim for **total loss** excluding any deductions they make, such as those to take account of, modifications, lack of servicing or an invalid MOT test certificate.

### Motor insurer

A **United Kingdom** authorised motor insurance company that issued the **motor insurance policy** for **your vehicle**.

### Negative equity

Any outstanding finance carried over from a previous vehicle, **finance agreement** or **lease agreement**.

### Period of insurance

The period of time between the **start date** of this policy and the expiry date as shown on **your schedule** or the earliest of the following:

- The date **your vehicle** is declared a **total loss**; or
- The date **your vehicle** is repossessed by the **finance company** or **lease company**; or
- The date **your vehicle** is sold or transferred to a new owner; or
- The date on which **your** policy is cancelled; or
- The date on which **you** do not pay the **premium** due.

**Your** policy is non-renewable however, at the end of year three, **you** will be given the option to extend **your** Gap Insurance cover for a further 12 months.

### Premium

The total amount **you** have agreed to pay **us** for this insurance policy. If **you** have not paid **your premium**, **we** will not provide cover from the date the **premium** was due. If the monthly payment option has been chosen and any instalment is not paid **your** policy will end 30 days after the date the missed instalment was due.



Model shown is new Golf GTI with optional 19" 'Adelaide' Black diamond-turned alloy wheels. 'Vienna' leather upholstery, panoramic sunroof and metallic paint.

### Proposal

The document or declaration that records the information **you** gave **us** when **you** bought **your** policy and which **your** contract with **us** is based on.

### Purchase price

The **purchase price** of **your vehicle** as confirmed in the net sales invoice which includes delivery, factory fitted accessories and Volkswagen Retailer fitted options but excludes any insurance **premiums**. **We** exclude all deposit allowances, discounts, rebates, concessions, cashbacks, incentives and contributions. **We** also exclude new vehicle registration fees, road fund licence fee, number plates, warranty costs, fuel, servicing plans, paintwork protection applications, other extras, arrears or **negative equity** transferred from a previous **finance agreement** or **lease agreement**.

### Salvage value

The amount deducted by the **motor insurer** from a **motor insurance settlement**, to enable **you** to keep ownership of **your vehicle**.

### Schedule

The document that will be provided to **you** and gives the details of the **vehicle** covered. **We** will replace **your schedule** if **you** make any changes to the policy during the **period of insurance**.

### Start date

The date the insurance cover commences as shown on **your schedule**.

### Territorial limits

England, Scotland, Northern Ireland, Wales and the Channel Islands. **Your vehicle** is also covered in the European Union and any other country shown on an International Motor Insurance Card ("Green Card"). This is for as long as **you** maintain a comparable level of cover on **your motor insurance policy** as in the **United Kingdom** and that this cover is in force on the date of an incident that results in a **total loss**.

### Total loss

A claim under **your motor insurance policy** for **your vehicle** as a result of accidental or malicious damage, fire or theft, where **your vehicle** is beyond economic repair resulting in a **motor insurance settlement**.

### United Kingdom

England, Scotland, Wales and Northern Ireland.

### We, us, our

Motors Insurance Company Limited.

### You, your

Means either:

- A private individual or sole trader who is at least 18 years of age and whose name is on the **schedule**; or
- A partnership where one name is on the **schedule**; or
- A limited company or other legal entity whose name is on the **schedule**.

### Your vehicle

The car or light commercial vehicle up to 3.5 tonnes gross vehicle weight shown on **your schedule**.

# Eligibility

## Your vehicle must:

- be shown in **Glass's Guide**;
- be registered with **us** within 100 days of the original purchase date;
- have been supplied to **you** by a Volkswagen Retailer;
- be insured by a **motor insurance policy** providing comprehensive motor insurance to the full market value, not to trade cost or an agreed value.



Interior shown is new Tiguan R-Line with optional metallic paint.



## Your vehicle must not:

- be insured on any type of motor trade insurance policy;
- be used as an emergency or military vehicle, courier or delivery vehicle, for driving school tuition, for any hire or reward or as a taxi;
- be used for track days, road racing or rallying, pace making, speed testing or any other competitive event;
- have been purchased via a private sale;
- have been modified other than in accordance with **your vehicle** manufacturer's specification. In this instance, cover will not be provided if **we** determine that the **total loss** occurred as a result of this modification;
- be a scooter, motorcycle, touring caravan, non-**United Kingdom** specification vehicle or not built for principal sale within the **United Kingdom** or classed as a **grey import**, kit car, bus, coach, commercial vehicle more than 3.5 tonnes, truck or a heavy goods vehicle;
- be owned by a garage, motor trader or any other associated motor trade company;
- have been manufactured in the United States of America and imported directly from that country and purchased as new from an authorised distributor within the **United Kingdom**.

## You must:

- be either the owner of **your vehicle** or have a **finance agreement** or **lease agreement** in relation to **your vehicle** or are the registered keeper of **your vehicle**;
- be at least 18 years of age at the **start date** of this policy if **you** are a private individual or a sole trader;
- be a resident within the **United Kingdom** for the **period of insurance** of this policy;
- have applied for this insurance cover in the form approved by **us**;
- have paid or agreed to pay the insurance **premium** for this policy;
- agree to comply with the terms and conditions of this policy.

## Changes in your circumstances

Please tell the **Administrator** immediately about any of the following changes that may affect **your** cover. If **you** fail to do so, **your** policy may not be valid and **your** claim may not be paid. **You** must tell the **Administrator** if:

- **you** move house; or
- **your** name changes (for example, by marriage); or
- **you** change **your vehicle** or the owner of **your vehicle** changes; or
- **you** change what **you** use **your vehicle** for (for example, **you** start using it for business purposes); or
- **you** make changes to **your vehicle**; or
- **you** change **your** registration number to a cherished number plate.



# What is covered

Following the **total loss** of **your vehicle** during the **period of insurance**, we will pay the difference between the **insured value** and the **purchase price** of **your vehicle** if **you** have purchased **your vehicle** outright or with a **finance agreement**.

If the **finance early settlement amount** is greater than the **purchase price** of **your vehicle**, we will pay the difference between the **insured value** and the **finance early settlement amount**. The benefit will be paid to the **finance company** and we will pay any excess over the **finance early settlement amount** to **you**.

If **you** have a **lease agreement**, we will pay the difference between the **insured value** and the **lease early termination charge** to the **lease company** as well as the original up-front payment that **you** had made in the form of rentals paid in advance.

Any amount due will be paid to **you** where **your vehicle** is not subject to a **finance agreement** or **lease agreement**.

The maximum claim limit is based on **your vehicle purchase price** and is shown in **your schedule**.



Model shown is new Golf Style with optional 18" 'Dallas' alloy wheels and 'IQ. Light' LED matrix headlights.





Models shown are T-Roc SEL with optional two-tone black roof and metallic paint and T-Roc Design with optional 18" 'Arlo' Sterling Silver alloy wheels and metallic paint.

# What is not covered



We will not cover:

- a **total loss** where the **total loss** occurred before the **start date** of this insurance;
- a **total loss** caused by someone using **your vehicle** with **your** consent that is not eligible to drive **your vehicle** under the terms of **your motor insurance policy** or did not have fully comprehensive insurance in place for **your vehicle**;
- a **total loss** caused by someone who does not hold a valid driving licence or is in breach of the conditions of their driving licence, for whom **you** gave consent to drive **your vehicle**;
- a **total loss** occurring outside the **territorial limits**;
- a **total loss** occurring where **your vehicle** had been driven in the European Union, outside of the **territorial limits** or any other country shown on an International Motor Insurance Card ("Green Card"), where **you** have not kept in force a **motor insurance policy** providing an equivalent level of cover as **you** would have enjoyed within the **United Kingdom**;
- any loss of use of **your vehicle** or any other costs that are directly or indirectly caused by the event which led to **your** claim, unless specifically stated in this policy;
- any loss, destruction or damage to any property and any expense incurred as a result;
- any **premium** owed and other deductions from the settlement by the **motor insurer** of a **total loss** claim on **your vehicle**;
- any **motor insurance excess** above £250 that is deducted from the settlement by the **motor insurer** of a **total loss** claim on **your vehicle**;
- the **salvage value** of **your vehicle** if **you** are not required to transfer the ownership to the **motor insurer**;
- any claim where the **motor insurer** has offered to repair **your vehicle** but **you** have requested the claim to be dealt with on a **total loss** basis;
- the VAT element of any claim where **you** are VAT registered;
- where **you** have a **finance agreement**, any arrears and any interest payable on those arrears if the **finance early settlement amount** from the **finance agreement** is greater than the original **purchase price**; or where **you** have a **lease agreement**, any arrears and any interest payable on those arrears if the **lease early termination charge** from the **lease agreement** is greater than the original **purchase price**;
- deposit allowances, discounts, rebates, concessions, cashbacks, incentives and contributions. Please refer to **purchase price** in the 'Definitions' section;
- insurance **premiums**, new vehicle registration fees, road fund licence fee, servicing plans, number plates, any finance arrears, all maintenance, recoverable VAT, excess mileage charges, excess wear and tear charges, warranty costs, fuel, paintwork protection applications, other extras, arrears, any interest payable on these;
- any **negative equity**;
- any liability where the terms of the policy have been amended or altered without **our** written consent to **you**;
- the same percentage or amount deducted by the **motor insurer** of **your vehicle**, if they reduce the **motor insurance settlement** because of **your** failure to provide correct information or inform **your motor insurer** of any changes that could adversely affect **your motor insurance policy**. For example, if **your vehicle** has no valid MOT test certificate or lack of servicing at the time of the **total loss** or **you** fail to disclose to the **motor insurer** any previous losses or motoring offences including convictions, endorsements, penalty points, speed camera offences and disqualifications or criminal prosecutions. Please note, this does not include any amount deducted by the **motor insurer** of **your vehicle** for any identified pre-existing damage.

# General exceptions under this policy



Model shown is new Tiguan R-Line with optional 'IQ. Light' LED headlights and metallic paint.

## Cyber attack

We will not pay for any loss, damage, liability or expense, directly or indirectly caused by or contributed to, or arising from one single event where the use or operation of any system, software, malicious code, virus, process or any other electronic system, intended to inflict harm, impacts **your vehicle** and other vehicles simultaneously.

## Earthquake

We will not cover any **total loss** if the loss or damage to **your vehicle** is caused by earthquakes.

## Pressure waves

This policy does not cover any **total loss** caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.

## Radioactivity

This policy does not cover any **total loss** caused by:

- Ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel; or
- Radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

## Riot

We will not cover any **total loss** that is caused by riot or civil commotion if the loss or damage to **your vehicle** happens outside the **United Kingdom**.

## War

This policy does not cover any **total loss** caused by war, invasion (whether or not war is declared), revolution, military force, acts of terrorism or other hostile events, unless **we** must provide cover under the Road Traffic Acts.





# Making a claim

If you consider your vehicle is likely to be declared a total loss, here's what to do.

Access the Customer Portal at [www.customerportal.insurance-volkswagen.co.uk](http://www.customerportal.insurance-volkswagen.co.uk)

Or email [gapinsuranceclaims@insurance-volkswagen.co.uk](mailto:gapinsuranceclaims@insurance-volkswagen.co.uk)

Or contact the **Administrator** on 0344 573 7563.

**You** will need to tell **us** within 120 days of **your total loss** occurring. When notifying **us**, **you** will need to have the following information:

- **Your** policy number; and
- **Your** details as recorded on the **schedule**.

The **Administrator** may arrange for one of its representatives to visit **you** to help investigate **your** claim.

## IMPORTANT

Please contact the **Administrator** in order to register **your** claim prior to agreeing any settlement offer from **your motor insurer**. **You** should maintain any loan or finance payments that are due whilst **your** claim is being assessed by **us**.

If **you** accept a **motor insurance settlement** from the **motor insurance policy** before contacting the **Administrator**, **we** reserve the right to contact the **motor insurer** in **your** name to assess the offer of settlement and where necessary seek settlement in-line with **Glass's Guide** retail at time of **your vehicle** being declared a **total loss**.

The **Administrator** may, in **your** name, take over and deal with a claim to try to recover from others any money the **Administrator** has paid out under this policy. At all times **you** must give the **Administrator** whatever help it needs.

If **you** decline the offer of a replacement vehicle under the terms of the **motor insurance policy**, or **you** are eligible for a replacement vehicle under **your motor insurance policy** then **we** will settle the claim based on the value of the replacement vehicle and not the settlement figure offered under the **motor insurance policy**.

The **Administrator** reserves the right to subject **your vehicle** to independent inspection.

In the unlikely event that the **insured value** is no less than the **purchase price** of **your vehicle** at the date of the **total loss** claim, whereby a monetary claim of any amount cannot be made against this policy (i.e. there is no gap for this policy to cover), **you** will be entitled to a full refund of **premium**, inclusive of Insurance **Premium** Tax (IPT) that **you** originally paid for this policy.

## Other insurance

If **you** are covered by any other policy for any claim covered under this policy, **we** will pay only **our** share of the claim.

## Subrogation (our rights of recovery)

**We** may at **our** own expense, following the payment of a claim, take over **your** rights to recover payment or relief from a third party responsible for the loss, up to the amount paid out under the policy.

Model shown is new Arteon Elegance with optional 20" 'Rosario Dark Graphite' matt alloy wheels, Dynamic Chassis Control (DCC), 'IQ. Light' LED headlights, sunroof, Assistance Pack Plus, rear tinted glass and metallic paint.



# Policy cancellation and cooling-off period

If this policy does not meet **your** needs, **you** have 30 days from the date **you** received **your** policy documents to cancel the policy and obtain a full refund. To cancel **your** policy within this 30-day period, please contact the Volkswagen Retailer who sold **you your** policy.

If **you** wish to cancel **your** policy after this 30-day period, **you** can cancel at any time and receive a pro rata refund subject to a cancellation fee of £20. To cancel **your** policy please contact the **Administrator** by calling **0344 573 7563** or by writing to: The Volkswagen Gap Insurance Customer Service Manager, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

The percentage refund will be calculated from the date **your** request to cancel is received. An administration fee of £20 will be deducted from the calculated amount prior to any refund being paid.

Please note that **we** will not provide a refund if **you** have claimed for the **total loss** of **your vehicle** or an incident has happened where **you** could make a claim for a **total loss**.

If **you** have paid for **your** policy in full, as opposed to a Car Care Plan Limited instalment agreement, provided that **you** have not made a successful claim, the **Administrator** will provide **you** with a refund proportional to the length of time the policy has been in force and is calculated using the policy **start date**. The amount of refund **you** receive will be based on each full calendar month remaining on **your** policy used

as a percentage of the original duration of **your** policy less an administration fee of £20.

If **you** have paid for **your** policy by instalment payments through an instalment agreement with Car Care Plan Limited, any refund amount owed to **you** will be calculated in line with the following rules:

- Where **you** have paid all the instalment payments, **we** will calculate the refund as above. The refund will be paid directly to **you**; and
- Where **you** have NOT paid all the instalment payments, **we** will calculate the refund as above and:
  1. If the refund **you** are eligible for is in excess of the total outstanding instalment payments **you** owe Car Care Plan Limited, **we** will pay the difference directly to **you**; or
  2. If the refund **you** are eligible for is less than the total outstanding instalment payments **you** owe Car Care Plan Limited, the refund will be applied as part-payment of **your** total outstanding instalment payments. **You** will continue to be responsible for paying the remaining outstanding payments on **your** instalment agreement with Car Care Plan Limited until the balance calculated at the time of notice of cancellation received by the **Administrator** has been settled.

Please allow up to 28 days for **your** cancellation and refund to be processed.



Model shown is Touran R-Line with optional LED premium headlights.





# Transferring your cover



Model shown (above) is T-Roc Cabriolet R-Line with optional 19" 'San Marino' alloy wheels and non-metallic paint. Model shown (right) is new Arteon Shooting Brake R-Line with optional 20" 'Nashville' alloy wheels, Dynamic Chassis Control (DCC), 'IQ. Light' LED headlights, Park Assist and metallic paint.



In the event that **your vehicle** is declared a **total loss** by the **motor insurer**, whereby the **motor insurer** has provided **you** with a replacement vehicle or **your vehicle** is replaced under a manufacturer's or Volkswagen Retailer's warranty, **you** may transfer this policy to the replacement vehicle subject to the following terms and conditions:

- The **total loss** has occurred within 12 months of the **start date** of this policy; and
- The replacement vehicle must have been provided by the **motor insurer** in settlement of a claim for the **total loss** of **your vehicle**; and
- The **start date** of the policy will remain the same; and
- The **period of insurance** will remain the same; and
- **You** have not made a claim under **your** policy relating to **your vehicle** or **motor insurance excess**.

If **you** have taken out a **finance agreement** to purchase **your vehicle**, the **purchase price** of **your** original vehicle will be used to calculate any future claim under this policy, irrespective of whether the **purchase price** of the replacement vehicle is higher or lower than **your** original vehicle.

## How to transfer

- Write to the **Administrator** within 30 days of having taken delivery of the replacement vehicle.
- Provide a copy of the original invoice for **your vehicle**.
- Provide a copy of the invoice for the replacement vehicle.

# Complaints procedure

We hope that **you** will be pleased with the service **we** provide.

In the unlikely event of a complaint, **you** should contact the **Administrator** on **0344 573 7563** or in writing to:

The Volkswagen Gap Insurance Customer Service Manager,  
Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park,  
Thornbury, West Yorkshire BD3 7AG.

**You** can also email **us** at [complaints@insurance-volkswagen.co.uk](mailto:complaints@insurance-volkswagen.co.uk)

## Financial Ombudsman Service

If it is not possible to reach an agreement, **you** also have the right to ask the Financial Ombudsman Service to review **your** case. The right to apply to the Ombudsman must be exercised within six months of the date of **our** final decision.

For more information, **you** can visit the Financial Ombudsman Service website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or write to:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Phone: 0800 023 4567 or 0300 123 9123



We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman Website at [www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org). The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process in the event that **you** are not satisfied with the outcome of a concern.

For further information, **you** can visit The Motor Ombudsman website at [www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org) or call their Information Line on 0345 241 3008.



Model shown is  
T-Roc Cabriolet  
R-Line with optional  
19" 'San Marino'  
alloy wheels and  
non-metallic paint.



# Legal, regulatory and consumer information



Model shown is Golf R-Line Edition with optional 18" 'Sebring' alloy wheels, panoramic sunroof and Oryx White premium signature paint.

## The law that applies to this policy

This policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

## Language

All communication between **you** and **us** will be conducted in English. **We** record telephone conversations to offer **you** additional security, resolve complaints and improve service standards.

Conversations may also be monitored for staff training purposes.

For policyholders with disabilities, the **Administrator** is able to provide large print documentation, upon request. Please advise the **Administrator** if **you** require any of these services to be provided so the **Administrator** can communicate with **you** in an appropriate manner.

## Your duty

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to ensure to supply accurate and complete answers to all the questions in the **proposal** and to make sure that all information supplied is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim. **We** may also recover any money **we** may have paid under this policy. Under English Law, it is an offence to make a false statement or to withhold any material information in order to obtain a schedule of insurance.

**We** reserve the right to decline any insurance risk or to change the **premium** and the terms quoted.

## Financial Services Compensation Scheme

Motors Insurance Company Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit.

For further information about the scheme (including the amounts covered and eligibility to claim), **you** can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit the website [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

## Privacy and data protection notice

### 1. Data protection

Car Care Plan Limited (the "Data Controller") are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which the Data Controller processes **your** personal data. For more information, please visit [www.view-privacy-policy.co.uk](http://www.view-privacy-policy.co.uk)

### 2. Use of your personal data

The Data Controller may use the personal data it holds about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from the Data Controller or which the Data Controller feels may interest **you**. The Data Controller will also use **your** data to safeguard against fraud and money laundering and to meet the Data Controller's general legal or regulatory obligations.

### 3. Disclosure of your personal data

The Data Controller may disclose **your** personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 4. International transfers of data

The Data Controller may transfer **your** personal data to destinations outside the European Economic Area ("EEA"). Where the Data Controller transfers **your** personal data outside of the EEA, the Data Controller will ensure that it is treated securely and in accordance with the legislation.

### 5. Your rights

**You** have the right to ask the Data Controller not to process **your** data for marketing purposes, to see a copy of the personal information held about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask for a copy of **your** data to be provided to any controller and to lodge a complaint with the local data protection authority.

### 6. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with the Data Controller's data retention policy. In most cases, the retention period will be for a period of seven (7) years following the expiry of the contract, or the Data Controller's business relationship with **you**, unless the data must be retained for a longer period due to business, legal or regulatory requirements. If **you** have any questions concerning the Data Controller's use of **your** personal data, please contact:

**The Data Protection Officer, Car Care Plan Limited,  
Jubilee House, 5 Mid Point Business Park, Thornbury,  
West Yorkshire, BD3 7AG.**

## Anti-fraud and theft registers

**We** or the **Administrator** may pass information to various anti- fraud and theft registers.

The aim is to help insurers check the information provided and to prevent fraudulent claims. When **your** request for insurance is considered, these registers may be searched. When **you** tell the **Administrator** about an event, the information relating to the event will be passed on to the registers. It is a condition of this policy that **you** inform the **Administrator** about an event, whether or not it gives rise to a claim.

## Fraud

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- makes a claim under the policy knowing the claim to be false or exaggerated in any way; or
- makes a statement in support of a claim knowing the statement to be false in any way; or
- provides the **Administrator** with any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- makes a claim for any loss caused by **your** deliberate act or with **your** agreement.

Then **we** or the **Administrator**:

- will not authorise the claim;
- may not authorise any other claim which has been or may be made under the policy;
- may declare the policy void;
- will be entitled to recover from **you** the amount of any claim already paid under the policy;
- will not return any of **your** premium;
- may let the police know about the circumstances.

## Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only **you** and **we** may enforce any of the terms of this policy. This will not affect any rights other people or organisations have under other laws.

VWPC-UK GAP-CB 01/21E