



## UNDERSTANDING YOUR POLICY

Please read this policy carefully and make sure You understand and fully comply with its terms and conditions, failure to do so may jeopardise the payment of any claim which might arise and could lead to the policy becoming void. Please ensure You keep it in a safe place so You can read it again if You need to.

### The Policy

We will provide the insurance as stated in this policy. Your Proposal/Policy Schedule, which includes the signed declaration and the undertaking to pay the premium, is the basis of the contract and forms part of the policy. The policy contains details of the insurance cover You have bought, what is excluded from the cover and the conditions of this insurance.

### Contract of insurance

This policy is evidence of a contract of insurance. This policy will only become effective when We have received payment in full and received and accepted Your Proposal/policy Schedule.

This policy is not transferable.

### The Proposal/Policy Schedule.

This must be kept with the policy booklet, and contains Your details, details of the Vehicle and the Period of Insurance. Please check that the information contained in the Proposal/policy Schedule is correct and that it meets Your requirements. If it does not, please contact the Introducer who arranged this insurance for You or the Administrator.

### Eligibility

You can apply for this policy if at the date of commencement of the Period of Insurance:-

- You are the owner of the Vehicle.
- You are the insured person and named as the policyholder in the Motor Insurance policy for the Vehicle.

### Legal Rights

This insurance is in addition to Your legal rights and is not to be substituted for the suppliers liability if the Vehicle is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

## DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear with a capital letter.

1. **We/Us/Our - Hitachi Capital Insurance Europe Limited whose registered office is at 4th Floor, Marsh House, 25-28 Adelaide Road, Dublin 2, Republic of Ireland Registered in the Republic of Ireland, company registration number: 156701**
2. **You/Your/Yourself** means the person or company named in the Proposal/Policy Schedule.
3. **Vehicle** means only the Vehicle as identified in the Proposal/Policy Schedule for private use (excluding taxis, private hire, courier services, haulage or transportation of goods and motor cycles) for use on the public highway and designed to carry no more than eight people including the driver or small commercial vehicle of less than 3500kg gross weight. The following makes of vehicle are excluded; Aston Martin, Bentley, Bristol, Cosworth, De Tomaso, Dorchester, Ferrari, Fiat Croma, Ginetta, Lamborghini, Lancia, Maserati, Rolls Royce, any American make of vehicle (excluding Chrysler) and all grey imported vehicles
4. **Total Loss / Write Off** - when the Vehicle is either stolen and not recovered, or is deemed beyond economic or constructive repair by Your Motor Insurance Policy underwriter, following material damage or fire.
5. **Administrator** Auto Protect (MBI) Limited, Cambridge House, Cambridge Road, Harlow CM20 2EU, Telephone: 0870 766 6667.
6. **Introducer** means the party, person or company who has arranged this insurance on Your behalf.
7. **Proposal/Policy Schedule** means any signed proposal and declaration together with any additional information You may have supplied to Us in support of Your application for insurance.
8. **Period of Insurance** means the dates shown in the Proposal/Policy Schedule.
9. **Sum Insured**, is the maximum amount that can be claimed in total during the

Period of Insurance.

10. **Geographical Limits** means the area in which this policy is effective and are Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, member countries of the European Community and any other country for which an international motor insurance card ("Green Card") in respect of the Vehicle is effective at the Date of Loss.
11. **Claims Office** means the office, which deals with claims matters arising from this policy and the telephone number detailed in the policy schedule.
12. **Date of Loss** means the date of the incident to the Vehicle in respect of which a Total Loss is subsequently paid under Your Motor Insurance Policy.
13. **Insured Value** means the amount You received under the Motor Insurance policy in respect of the Vehicle as a result of a Total Loss or the Market Value of the Vehicle
14. **Market Value** is based on that listed in Glass's Guide for a Vehicle of the same Make, Model trim level, recorded mileage and overall condition. We reserve the right to have an independent valuation undertaken should the specification not be available within Glass's Guide or it is suspected that the condition of the Vehicle is such that this would affect the Guide value. There will be no value allowance for non-standard fittings, other than a reduction should any nonstandard fittings be considered to have a detrimental effect on retail prospects and/or value. Glass's Guide is a Motor trade publication recognised and used extensively throughout the motor vehicle industry to value used vehicles
15. **Motor Insurance policy** means a Comprehensive policy of motor insurance which covers the Vehicle in respect of damage, fire and theft, and which is maintained in Your name throughout the Period of Insurance
16. **Purchase Invoice** means purchase price of the Vehicle which in respect of contract hire and leasing contracts shall be the price paid by the contract hire company, leasing company or finance company.

## WHAT IS COVERED

If within the Period of Insurance an incident occurs which results in the Insured Vehicle being classed as a Total Loss by the Motor Insurance Policy underwriter, We will pay the financial shortfall between the amount You receive from Your Motor Insurance policy and **Purchase Invoice** of the Vehicle, as confirmed in the invoice of sale, up to the Sum Insured in the event of your vehicle being a Total Loss following an incident during the Period of Insurance occurring whilst Your Vehicle is in the Geographical Limits. Only one claim can be made under this policy during the Period of Insurance.

## POLICY LIMITS

### Sum Insured

The amount stated in Your Proposal/Policy Schedule.

## WHAT IS NOT COVERED

1. Vehicles
  - 1.1. which have been modified in any way from the manufacturer's specification, or
  - 1.2. are owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles, or
  - 1.3. used for competition, racing, pace making, hire or reward, off road use (including all Quad Bikes), driving school, transportation of goods, delivery courier, or designed to carry more than 8 people including the driver, or
  - 1.4. over 3500kg gross weight.
  - 1.5. The following makes of vehicle are excluded; Aston Martin, Bentley, Bristol, Cosworth, De Tomaso, Dorchester, Ferrari, Fiat Croma, Ginetta, Lamborghini, Lancia, Maserati, Rolls Royce, any American make of vehicle (excluding Chrysler). and all grey imported vehicles
2. Any Total Loss
  - 2.1. where the Total Loss occurred before the inception of this insurance
  - 2.2. loss of whatsoever nature arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on Your or the driver of the Vehicle's part. Any liability directly or indirectly caused by or contributed to by or arising from:

- ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.
- 2.3. Any loss, damage or liability occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
  - 2.4. Any loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination
  - 2.5. Any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto
  - 2.6. Any excess on Your Motor Insurance Policy.
- For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation (s) or government (s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.*
3. Any malicious damage claim which is not accompanied by a valid and substantiated crime reference number.
  4. VAT where You are VAT registered.
  5. Any costs incurred in excess or outside the liability under this insurance including any form of consequential loss.
  6. If the Vehicle is stolen by any person having access to the keys of the Vehicle.
  7. Any Total Loss which is not subject of an indemnity under the accidental damage, fire or theft sections of a Motor

- Insurance Policy
8. Any Total Loss by accident where the driver of the Vehicle is under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
9. **Additional costs within any finance settlement for anything other than the purchase price of the Vehicle.**
10. If any misrepresentation or concealment is made by or on Your behalf in support of obtaining the policy or any claim on Your policy.
11. Any loss for additional purchases at the time of purchase of the Vehicle including but not limited to Road Fund Licence, insurance premiums including this policy, optional extras - car mats, CD Players etc as these will be taken into account in Your Insured Value.

## GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of Your policy. If You do not comply with them We may at Our option cancel the policy or refuse to deal with Your claim or reduce the amount of any claim payment.

### 1. **Duty of Care**

You must not continue to drive the Vehicle after any damage or incident if this could cause further damage to Your Vehicle.

### 2. **Eligibility for cover.**

You can apply for cover under this policy if at inception:

- You are the owner of the Vehicle
  - You are the insured person and named as the Insured in the Motor Insurance policy for the Vehicle.
  - **Your Vehicle** is under 7 years old
  - **Your Vehicle** has covered less than 80,000 miles
  - **Your Vehicle** has a value less than that stated as the maximum Vehicle value in Your Proposal/Policy Schedule at the time of purchase
- ### 3. **Fraud**
- You must not act in a fraudulent manner. If You, or anyone acting for You,
- make a claim under the policy knowing the claim to be false, or fraudulently

- exaggerated in any respect; or
- make a statement in support of a claim, knowing the statement to be false in any respect; or
- submit a document in support of a claim, knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by Your wilful act, or with your connivance,

Then :

- We shall not pay the claim
- We shall not pay any other claim which has been made or will be made under the policy
- We may at our option declare the policy void
- We shall be entitled to recover from You the amount of any claim already paid under the policy
- We shall not make any return of premium
- We may inform the police of the circumstances

#### 4. **Cancellation**

We may cancel this policy by sending 14 days' notice in writing direct to You by recorded delivery to Your last known address. If there has been no claim (or claim pending) during the current Period of Insurance We will calculate the premium for the period You have been insured and refund any balance. If a claim has been submitted during the current Period of Insurance no refund will be given. You may cancel this policy by sending 14 days' notice in writing to the Administrator by recorded delivery. If You cancel this policy there is no refund.

#### 5. **Duty of Disclosure**

The policy has been issued based upon information, which You have given to Us about Yourself, and Your Vehicle. You have a duty to tell Us immediately of any changes to this information in particular any of the following: change of address, or use of the Vehicle e.g. being used for private hire, failure to do so may invalidate Your cover under this policy. We will then advise You of any changes in terms.

6. **The Law Applicable to this Policy.** You are free to choose the law applicable to this policy. Your policy will be governed by the law of England and Wales unless You and We have agreed otherwise.

## **CLAIMS CONDITIONS**

You must comply with the following conditions to have the full protection of Your policy. If You do not comply with them, We may at Our option cancel the policy or refuse to deal with Your claim, or reduce the amount of the claims payment.

### 1. **Making a Claim**

All claims MUST be made within thirty days of the Total Loss occurring.

Contact the Claims Office

The claim notification telephone number is 0870 770 2869

### 2. **Protect the Damaged Vehicle**

You must take all reasonable steps to safeguard the Vehicle in the event of any damage occurring to Your Vehicle.

### 3. **Malicious Damage and Theft**

In the case of malicious damage You must report the incident to the Police and advise Us of Your valid crime reference number

### 4. **Claims Procedure**

A detailed claims procedure is given in this policy. You must follow this procedure, failure to do so may result in non-payment of Your claim.

### 5. **Salvage**

We accept no liability for the responsible disposal of Your Vehicle or it's salvage in any event.

### 6. **Use of Engineers**

At notification of any claim We reserve the right to instruct an Independent Engineer to inspect Your Vehicle before authorising any claim.

Any decision on liability will be withheld until this report is received.

When this right is exercised We shall have no liability for any loss to You arising from any possible delay.

### 7. **Subrogation**

We may at Our sole option take any steps in Your name against any person including but not limited to Your Motor Insurance policy insurer to recover any money We pay in settlement of Your claim. You must give Us all assistance necessary. We may also at Our option take over negotiations with Your Motor Insurance policy insurer with respect to Your Total Loss claim.

## 8. Offer of Settlement

If You accept an offer of settlement in respect of a Total Loss from Your Motor Insurance policy of less than the Market Value of Your Vehicle We will settle Your claim using the Market Value.

## HOW TO MAKE A CLAIM

If Total Loss occurs please help the Claims Office by reporting Your claim according to the following procedure.

### 1. Contact the Claims Office

The claim notification telephone number is 0870 770 2869

### 2. For Claims Authorisation, You must:

- Advise Your policy number and Vehicle details
- Advise the cause of Total Loss
- Provide an itemised repair/replacement cost estimate and a fully completed claim form
- **Provide copy of purchase invoice**

### 3. Payment

No benefit shall become payable under this policy until We have received proof to Our satisfaction of: -

- Payment of the appropriate premium in respect of the policy
- The payment of the claim for Total Loss under the Motor Insurance Policy
- Evidence of the Total Loss and the Insured Value as at the Date of Loss
- Your policy number and Vehicle details
- Cause of Total Loss
- Valid crime reference number in the case of malicious damage or theft
- Your contact and payment details for reimbursement.
- Details of the outstanding finance arrangement including the outstanding balance, remaining term, interest charges etc.
- Your Original invoice detailing purchase price etc.
- Any other evidence which may be reasonably required by Us.
- If You accept an offer of settlement in respect of a Total Loss from Your Motor Insurance policy of less than the Market Value of Your Vehicle We will settle Your claim using the Market Value.

## OUR PROMISE OF GOOD SERVICE

Any enquiry or complaint that You may have regarding this policy should in the first instance be addressed to: Auto Protect (MBI) Limited, Cambridge House, Cambridge Road, Harlow CM20 2EU, Telephone: 0870 766 6667.

Please quote the details of this insurance and in particular Your policy number to help Your enquiry to be dealt with promptly. If Your complaint is one of the few that cannot be resolved by this stage, You should write to The Operations Manager, Hitachi Capital Insurance Europe Limited, Ground Floor, Techno Centre, Station Road, Horsforth, Leeds, LS18 5BJ. If You are still not satisfied with the way We have dealt with Your question or complaint, You should write to: The Managing Director, C/O Hitachi Credit Insurance Europe Limited, Ground Floor, Techno Centre, Station Road, Horsforth, Leeds, LS18 5BJ who will arrange for an investigation to be carried out into Your complaint. In the unlikely event that the matter is still not sorted out, Your complaint can be referred to the Financial Ombudsman Service. The address of the Financial Ombudsman Service (and an explanatory leaflet about their services) will be provided at the appropriate stage of the complaints process. Please note You have six months from the date of Our final response in which to refer Your complaint to the Ombudsman. Referral to the Ombudsman will not affect Your right to take legal action against Us. None of the above affects any right of legal action You may have.

RTI Helpline:

**0870 770 2869**

This scheme is administered by Auto Protect (MBI) Limited. on Our behalf.