

POLICY DOCUMENT

This document explains exactly what cover is provided and contains the terms and conditions of this policy. Together with the application and schedule, this document forms the policy and should be read as one document. The schedule contains information about you, the car, cover selected, the period of cover and the premium.

It is up to you to ensure that the cover you have selected is appropriate for your needs. If you have any questions regarding this policy or you would like to make any changes or additions to the cover, please contact the Click4Group email@click4group.co.uk 0208 819 3424 (all calls are recorded for training, compliance and claims purposes).

Please make sure that the cover meets your requirements and that the information detailed in the schedule is correct.

RETURN TO VALUE GAP INSURANCE IS SUITABLE FOR

- ✓ new and used cars
- ✓ cars less than 7 years old at the inception date (*no limit once cover starts*)
- ✓ cars that have covered less than 80,000 miles at the inception date (*no limit once cover starts*)
- ✓ cars with a purchase value of less than £50,000
- ✓ cars purchased privately or through a trade entity
- ✓ cars purchased within the last 7 years and owned more than 3 months
- ✓ cars used for private or business purposes
- ✓ cars purchased using cash or a personal bank loan
- ✓ cars purchased by means of finance including but not limited to motor loan, personal contract purchase, contract hire, lease or personal loan

ADDITIONAL BENEFITS AVAILABLE

Subject to the payment of the required additional premium, cover can be extended to include the following additional benefits:

- ✓ Motor Insurance Excess Buster

GUIDE TO YOUR POLICY

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1 - DEFINITIONS

From this point on, all defined terms appear in **UPPERCASE BOLD** throughout this document. The words or expressions detailed below will have the following meaning wherever they appear in the **POLICY** or **POLICY SCHEDULE**

ADMINISTRATOR	AutoProtect (MBI) Ltd of Warwick House, Roydon Road, Harlow, Essex, CM19 5DY, who administer this insurance on OUR behalf. AutoProtect is authorised and regulated by the Financial Conduct Authority
INSURANCE WRITE-OFF	As per the UK Insurance Write-Off categories
A	Cannot be repairedEntire vehicle has to be crushed
B	Cannot be repairedBody shell has to be crushed, but you can salvage other parts from it
C	Can be repaired.....Would cost more than the vehicle's worth. You can use the vehicle again if it's repaired to a roadworthy condition
D	Can be repairedWould cost less than the vehicle's worth, but other costs (such as transporting your vehicle) take it over the vehicle's value. You can use the vehicle again if it's repaired to a roadworthy condition
N	Can be repairedFollowing non-structural damage You can use the vehicle again if it's repaired to a roadworthy condition
S	Can be repairedFollowing structural damage You can use the vehicle again if it's repaired to a roadworthy condition
Theft.....	Vehicle has not been recovered and ownership rests with the Insurer who made the total loss payment
CLAIM LIMIT	The maximum amount that can be claimed as shown on the SCHEDULE
COMPREHENSIVE MOTOR INSURANCE POLICY	A valid and in force comprehensive motor insurance POLICY covering the VEHICLE against theft, fire or accident as at the DATE OF LOSS and which was entered into between YOU and a registered motor insurer or a valid and in force comprehensive motor insurance POLICY , issued by a U.K. registered motor insurer, in which YOU are a named driver
DATE OF LOSS	The date of the theft, fire or accident which gives rise to YOUR claim for the TOTAL LOSS of the VEHICLE
GEOGRAPHICAL LIMITS	The area in which this POLICY is effective i.e. 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
GREY IMPORT	A vehicle that does not comply with European Union vehicle type specification and which is imported from outside the UK. Note: parallel imports have been produced for a European Member State and will conform to European Wide Type Approval and therefore qualify for cover
INCEPTION DATE	The date from which this POLICY is valid and noted on the SCHEDULE
INVOICE	The invoice supplied to YOU or the named driver on the COMPREHENSIVE MOTOR INSURANCE POLICY for the VEHICLE provided by an entity registered for VAT for the purpose of providing motor vehicles in the U.K.
LOSS VALUE	The TOTAL LOSS payment under the COMPREHENSIVE MOTOR INSURANCE POLICY or, if greater, the Glass's Guide retail transacted value for purchasing or replacing the VEHICLE with one of the same make, model, age, trim level, book mileage, service history and overall condition on the date of TOTAL LOSS . WE reserve the right to have an independent valuation undertaken should the specification not be available in Glass's Guide or it is suspected that the condition of the VEHICLE is such that this would affect the Glass's Guide valuation
PERIOD OF COVER	The period as shown on YOUR SCHEDULE from the start date to the end date, or the date on which the VEHICLE is sold or transferred to a new owner (whether or not YOU inform US), whichever occurs sooner. The maximum PERIOD OF COVER shall not be greater than 48 months
POLICY	This document together with the application and SCHEDULE
SCHEDULE	Declaration and additional information submitted by YOU or on YOUR behalf which shows the level of cover YOU have chosen
TOTAL LOSS	Where it is unsafe to repair the VEHICLE , the cost of repair is greater than the pre-accident LOSS VALUE , or the VEHICLE has been stolen and not recovered, and a TOTAL LOSS payment has been made under the COMPREHENSIVE MOTOR INSURANCE POLICY
VEHICLE	The vehicle as identified on the SCHEDULE , having a maximum PURCHASE VALUE of £50,000 and which is less than 7 years old and has covered less than 80,000 miles at the INCEPTION DATE , is for use on the public highway, is to be principally used in the U.K., has a valid vehicle excise license (vehicle tax disc) and, if YOUR VEHICLE is more than three years old, a valid mot,
VEHICLE VALUE	The VEHICLE value declared by YOU on the SCHEDULE at the time of purchase of the POLICY or a maximum of Glass's Guide mid-book value for a car of the same make, model specification level, age, book mileage and overall condition on the INCEPTION date, whichever is lesser.
WE / US / OUR	Red Sands Insurance Company (Europe) Limited whose registered office is at Level 3, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar under company registration number 87598
YOU / YOUR	The person or entity noted on the SCHEDULE

2 - COVER PROVIDED

If within the **PERIOD OF COVER** the **VEHICLE** is classed as a **TOTAL LOSS**, **WE** will pay the difference, up to the **CLAIM LIMIT**, between the **VEHICLE VALUE** and **LOSS VALUE**. Please note this is subject to the terms and condition of this **POLICY**. For ease of reference, the definition for **TOTAL LOSS**, **VEHICLE VALUE** and **LOSS VALUE** are as follows:

TOTAL LOSS	Where it is unsafe to repair the VEHICLE , the cost of repair is greater than the pre-accident LOSS VALUE , or the VEHICLE has been stolen and not recovered, and a TOTAL LOSS payment has been made under the COMPREHENSIVE MOTOR INSURANCE
VEHICLE VALUE	The VEHICLE value declared by YOU on the SCHEDULE at the time of purchase of the POLICY or a maximum of Glass's Guide mid-book value for a car of the same make, model specification level, age, book mileage and overall condition on the INCEPTION date, whichever is lesser
LOSS VALUE	The TOTAL LOSS payment under the COMPREHENSIVE MOTOR INSURANCE POLICY or, if greater, the Glass's Guide retail transacted value for purchasing or replacing the VEHICLE with one of the same make, model, trim level, age, book mileage, service history and overall condition on the date of TOTAL LOSS . WE reserve the right to have an independent valuation undertaken should the specification not be available in Glass's Guide or it is suspected that the condition of the VEHICLE is such that this would affect the Glass's Guide valuation

3 - WHAT IS NOT COVERED

3.1. Vehicles:

- 3.1.1. Vehicles not shown in Glass's Guide, vehicles over 3500kg gross weight, all commercial vehicles, emergency service vehicles, vans or car derived vans, designed to carry more than eight people including the driver, motor cycles, invalid carriers, kit cars, grey import(s), Abarth, Aston Martin, Bentley, Bristol, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Lamborghini, Lancia, Maserati, Rolls-Royce and any American make of vehicle unless manufactured as right hand drive for the UK market.
- 3.1.2. Fitted with non-manufacturer specified modifications including, but not limited to, engine modifications; up-rated brakes, roll cages; steering column extension. Modifications such as alloy wheels, in-car entertainment, in-car security, sat-nav, hands-free kit, roof rails, tow bar do not preclude the **VEHICLE** from being covered.
- 3.1.3. Used for hire or reward, delivery courier, driving school, haulage, competition, racing, pace making, reliability trials or off road, speed testing or used by an entity formed for the purposes of selling or servicing motor vehicles.
- 3.1.4. Purchased less than 90 days before the **INCEPTION DATE** of the **POLICY**.
- 3.1.5. Vehicles classified as an **INSURANCE WRITE-OFF** prior to the **INCEPTION DATE**.
- 3.1.6. Without a valid vehicle excise license (vehicle tax disc)
- 3.1.7. More than three years old without a valid MOT
- 3.1.8. Portable equipment such as satellite navigation equipment, entertainment equipment, mobile phones etc.

3.2. Any **TOTAL LOSS**:

- 3.2.1. Where the **SCHEDULE** or premium is not received by **US**
- 3.2.2. Where **YOU** are entitled to a replacement **VEHICLE** under the terms of **YOUR COMPREHENSIVE MOTOR INSURANCE POLICY**.
- 3.2.3. Additional costs including, but not limited to, dealer fitted accessories, road fund licence, new vehicle registration fee, delivery charges, fuel, paintwork, upholstery protection kits, insurance premiums, service plans, warranty premiums, finance arrears and negative equity transferred from a previous finance agreement
- 3.2.4. VAT where **YOU** are VAT registered
- 3.2.5. That occurred outside the **GEOGRAPHICAL LIMITS**
- 3.2.6. That occurred before the date the **POLICY** was purchased or the **INCEPTION DATE** of this **POLICY**
- 3.2.7. That occurred due to theft while the **VEHICLE** ignition keys were left with **YOUR VEHICLE**
- 3.2.8. If the **TOTAL LOSS** was not covered, or full and final settlement was not paid, under the **COMPREHENSIVE MOTOR INSURANCE POLICY**.
- 3.2.9. When the **VEHICLE** was being driven by a person not covered under a **COMPREHENSIVE MOTOR INSURANCE POLICY**; or who does not hold a valid license to drive the **VEHICLE**; or are intoxicated by alcohol (as defined by legal limits); or under the influence of drugs not prescribed by a registered medical practitioner; or being driven illegally. (Does not apply if the person driving is reported to the police for taking the **VEHICLE** without **YOUR** permission)
- 3.2.10. That occurred due to any intentional act, illegal act, or wilful neglect on **YOUR** or the driver of the vehicle's part.
- 3.2.11. That occurred as a result of war, riot, civil commotion, terrorism, pollution, or contamination
- 3.2.12. That occurred as a result of radioactive contamination from ionising radiation or contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel, or the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment
- 3.2.13. That is the subject of fraud or dishonesty. Then **WE** may declare the **POLICY** void in its entirety and no cover will apply, **WE** shall be entitled to recover from **YOU** the amount of any benefit already paid under the **POLICY** and **WE** shall not make any return of premium
- 3.2.14. Where this risk is covered by any other insurance or warranty.
- 3.2.15. Business mileage
- 3.2.16. Where it is economical to repair the **VEHICLE** to a safe and roadworthy condition
- 3.2.17. Motor insurance excess
- 3.2.18. Where **YOUR COMPREHENSIVE MOTOR INSURANCE POLICY** insurer offers to repair **YOUR VEHICLE**, or offers **YOU** a replacement **VEHICLE** in settlement, but **YOU** have instead requested the claim to be dealt with on a **TOTAL LOSS** basis
- 3.2.19. Any staff, employee or group discounts deducted from the purchase prices will be deducted from the settlement of this policy

4 - ADDITIONAL COVER OPTIONS

4.1 Motor Insurance Excess Buster

WE will pay the additional amount, up to a maximum of £500, equal to the excess deducted in terms of the **COMPREHENSIVE MOTOR INSURANCE POLICY** if the **VEHICLE** is classed as a **TOTAL LOSS** and exclusion 3.2.17 will not be applied. This benefit applies from 90 days after the **INCEPTION DATE**, provided it is noted on the **SCHEDULE** and the additional premium has been paid by **YOU**. This payment will only be made if **YOU** have had a valid claim under Section 2 of this **POLICY**

5 - FINANCIAL SERVICES COMPENSATION SCHEME

If **WE** are unable to meet **OUR** liabilities, **YOU** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 741 4100

6 - HOW TO MAKE A CLAIM

It is important that **YOU** understand that **YOU** should contact **US** prior to accepting an offer of settlement from **YOUR** motor insurer. **WE** may at **OUR** option negotiate with the **MOTOR INSURANCE POLICY** insurer on **YOUR** behalf. If **YOU** accept an offer of settlement with **YOUR MOTOR INSURER** before **YOU** contact **US** **WE** reserve the right to reduce the settlement amount under this policy.

If **TOTAL LOSS** occurs report **YOUR** claim using the following procedure:

Download the AutoProtect app by searching **YOUR** app store with the words AutoProtect GAP; or text the word APAPP to 88802. **YOU** will then receive a download link via SMS. Messages are charged at **YOUR** standard message rate.

Contact the **ADMINISTRATORS** via the app or online at www.apapp.co.uk and notify **US** of **YOUR** claim within 90 days of the **TOTAL LOSS**.

For claims authorisation, **YOU** will be asked to provide:

- The cause of the **TOTAL LOSS**.
- **YOUR** original invoice detailing original purchase price if **YOU** did not use a finance agreement to fund the **VEHICLE** purchase.
- Proof of payment of the appropriate premium or premium instalment in respect of the policy via a supplementary invoice supplied by the retailer.
- Proof of payment of the claim for **TOTAL LOSS** under the **MOTOR INSURANCE POLICY**.
- Valid crime reference number in the case of malicious damage or theft.
- Details of the finance settlement amount including the outstanding balance, remaining term, interest charges etc.

7 - CLAIM CONDITIONS

- 7.1 If **YOU** accept an offer under the terms of **YOUR COMPREHENSIVE MOTOR INSURANCE POLICY** in respect of a **TOTAL LOSS** without **OUR** express agreement **WE** may at **OUR** option refuse to deal with **YOUR** claim, grant no payment under this **POLICY**, or calculate **YOUR** claim using the **LOSS VALUE**
- 7.2 If **YOU** do not notify **US** within 90 days of the **DATE OF LOSS**, then **WE** may at **OUR** option refuse to deal with **YOUR** claim and grant no payment under this **POLICY**
- 7.3 If **YOU** have another similar insurance in respect of the **VEHICLE**, then **WE** reserve the right to reduce any benefit **WE** may pay on this **POLICY**
- 7.4 **WE** may at **OUR** discretion take any steps in **YOUR** name against any person including, but not limited to, the **COMPREHENSIVE 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 the **COMPREHENSIVE MOTOR INSURANCE POLICY** insurer with respect to **YOUR TOTAL LOSS** claim.
- 7.5 If this **POLICY** is purchased more than 21 days after the **VEHICLE** is purchased, **WE** have the right to adjust the claim by the pre-existing depreciation between the time of purchase of the **VEHICLE** and the **INCEPTION DATE**.
- 7.6 If the **VEHICLE** is classified as a category C, D, N or S **TOTAL LOSS** after the **INCEPTION DATE**, any **TOTAL LOSS** claim will be adjusted to reflect a reduction of the **PURCHASE VALUE** as determined by us.
- 7.7 **WE** accept no liability for the responsible disposal of **YOUR VEHICLE** or its salvage in any event

8 - NOTIFICATION OF CHANGES

You must notify the **ADMINISTRATOR**, as soon as possible, of the following.

- 8.1 If **YOU** sell, dispose of or transfer ownership of **YOUR VEHICLE**
- 8.2 If **YOUR VEHICLE** sustains **INSURANCE WRITE-OFF** damage
- 8.3 If **YOU** make any non-manufacturer specified modifications including but not limited to engine modifications, up-rated brakes, roll cages, steering column extension. Modifications such as alloy wheels, in-car entertainment, sat-nav, hands-free kit, roof rails, and tow bar do not need to be advised.

If **YOU** do not inform the **ADMINISTRATOR** of these changes, this **POLICY** may become invalid and may not provide the cover **YOU** require

9 - TERMINATION

The **POLICY** will automatically terminate when a claim is settled by **US**, or on the date **YOU** sell or otherwise dispose of the **VEHICLE**.

PLEASE NOTE: Should **YOU** sell **YOUR** car in the first 90 days of ownership, on **YOUR** instructions this **POLICY** may be transferred to a replacement **VEHICLE** of the same value or less.

10 - CANCELLATION

10.1. Your Cancellation Rights

- 10.1.1. If **YOU** wish to cancel the policy within the first 30 days, **YOU** must contact Click4GAP who sold **YOU** the policy, call 0208 819 3424 (option 0) or email@click4group.co.uk. If the policy is cancelled within the first 30 days of receiving it (cooling off period) **YOU** will be entitled to a full refund of the Premium as long as **YOU** have not made a claim and do not intend to make a claim.
- 10.1.2. If **YOU** wish to cancel **YOUR** policy after 30 days and **YOU** do not wish to transfer the policy to a replacement **VEHICLE**, **YOU** will be entitled to a pro-rata refund on the remainder of **YOUR** policy. This will be calculated monthly and is paid for each full month left to run, and an administration fee of £35 will be charged to reflect the administrative cost of arranging and cancelling the policy.
- 10.1.3. Should **YOU** wish to cancel **YOUR** policy **YOU** will be required to submit the request via the AutoProtect claims app or online. Download the AutoProtect app by searching **YOUR** app store with the words AutoProtect Claims; or text the word APAPP to 88802. **YOU** will then receive a download link via SMS. Messages are charged at **YOUR** standard message rate. Or visit www.apapp.co.uk.
If the policy has not been paid in full, **YOU** will be entitled to a pro-rata refund on the amount **YOU** have paid under the Instalment Plan less the administration fee of £35.

10.2. Our Cancellation Rights

WE reserve the right to cancel **YOUR POLICY** at any time. In the event of cancellation, **YOU** may be entitled to a proportionate rebate of premium in respect of the unexpired **PERIOD OF COVER**. **WE** would like to make **YOU** aware of the different circumstances that could affect the cancellation notice period and amount of any premium which may be returned to **YOU**.

- 10.2.1. Where a **POLICY** is purchased intentionally, or unintentionally, for a **VEHICLE** excluded by the **POLICY** terms, **YOUR POLICY** will be cancelled ab initio (from the inception date) and any premium paid by **YOU** will be refunded in full
- 10.2.2. Where there is valid reason to do so, **WE** may at any time cancel **YOUR POLICY** and will provide **YOU** with 30 days' notice in writing to the last known email address on **YOUR** account. **OUR** reasons for cancelling **YOUR POLICY** may include but are not limited to:
 - 10.2.2.1. non-compliance with **POLICY** terms and conditions
 - 10.2.2.2. threatening or abusive behaviour
 - 10.2.2.3. in order to comply with any applicable laws or regulations
 - 10.2.2.4. where **YOU** or someone acting on **YOUR** behalf deliberately tell **US** something which is untrue or misleading or **WE** can demonstrate, from the relevant circumstances, that reasonable care was not taken to ensure statements made to **US** were true
 - 10.2.2.5. where there is evidence of dishonesty or deceitful behaviour by **YOU** or someone acting on **YOUR** behalf in relation to the cover provided under **YOUR POLICY**
 - 10.2.2.6. if **YOU** do not pay the premium

11 - THE LAW APPLICABLE TO THIS POLICY

Your **POLICY** will be governed by the law of England and Wales

12 - IDENTIFICATION

The **POLICY** and **SCHEDULE** will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.

13 - ANTI-FRAUD AND THEFT REGISTERS

We 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.

14 - DATA PROTECTION PRIVACY AND DATA PROTECTION NOTICE

- 14.1 **Our Privacy Principles:** When **WE** collect and use **YOUR** personal information, it is kept no longer than is necessary, **WE** ensure **WE** look after it properly and use it in accordance with **OUR** privacy principles, **WE** keep it safe and will never sell it.
- 14.2 **Information WE May Collect Or Receive About YOU:** **WE** may collect and process personal data that **YOU** provide directly to **US** by filling in forms, sending emails, over the phone or that **WE** receive via third parties such as **OUR** partners.
- 14.3 **How We Use YOUR Information:** For the purposes of providing insurance, handling claims, research or statistical purposes and any other related purposes. **WE** will also use **YOUR** data to safeguard against fraud, money laundering and to meet general legal or regulatory obligations.
- 14.4 **Disclosure Of YOUR Personal Data:** **WE** may disclose **YOUR** personal data to third parties involved in providing products or services to **US**, or to service providers who perform services on **OUR** behalf, these include reinsurers, legal advisors, regulatory authorities and as may be required by law.
- 14.5 **International Transfers Of Data:** **WE** may transfer **YOUR** personal data to destinations outside the European Economic Area ("EEA"). Where **WE** transfer **YOUR** personal data outside of the EEA, **WE** will ensure that it is treated securely, and in accordance with **OUR** privacy notice and the Legislation.
- 14.6 **Your Rights:** **YOU** have the right to see a copy of the personal information **WE** hold about **YOU**, to have **YOUR** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **US** to provide a copy of **YOUR** data to any controller and to lodge a complaint with the local data protection authority.
- 14.7 Red Sands Insurance Company (Europe) Limited as Data Controller is responsible for **YOUR** personal data and **OUR** full details (including registration and address details) can be found within **YOUR POLICY** wording.
- 14.8 **WE** have appointed the **ADMINISTRATOR** to act on **OUR** behalf in respect of all matters relating to the protection of **YOUR** personal data and to oversee questions in relation to this privacy notice. If **YOU** have any questions about this privacy notice, including any requests to exercise **YOUR** legal rights, please contact the **ADMINISTRATOR**

15 - OUR PROMISE OF GOOD SERVICE

WE are committed to providing a high-quality service to everyone **WE** deal with. To do this, **WE** need **YOU** to give **US** any comments about **OUR** service and tell **US** if **WE** get things wrong. **WE** will work to resolve **YOUR** complaint as quickly as possible.

A complaint is an expression of dissatisfaction and **WE** treat any such concerns with **OUR** products or service that call for a response as a complaint. **WE** listen to **YOUR** comments, treat them seriously, and learn from them so that **WE** can continuously improve **OUR** service.

15.1 Who to Contact

It is important to ensure **YOUR** comments are directed to the correct department so **YOUR** concerns can be investigated properly.

15.1.1. Questions or concerns in relation to a claim or the handling of **YOUR** claim

Please contact the **ADMINISTRATOR** Tel: 01279 456 500 Email: services@autoprotect.net. AutoProtect (MBI) Ltd of Warwick House, Roydon Road, Harlow, Essex, CM19 5DY have been appointed by the **US** as the **ADMINISTRATOR**, are responsible for all matters relating to claims and are directly authorised and regulated by the Financial Conduct Authority under register number 312143. **YOU** can check this on the FCA's Register by visiting the FCA's website www.FCA.org.uk or by contacting the FCA on 0800 111 676

15.1.2. Questions or concerns in relation to the purchase process or **POLICY** terms

Please contact Click4Group 0208 819 3424 Weekdays 9:30am - 5pm (4:30 Fridays)

Trident Court, 1 Oakcroft Road, Surrey KT9 1BD. Click4Group is a trading style of Future 45 Limited and are responsible for **POLICY** terms, website and sales process. Directly authorised and regulated by the Financial Conduct Authority under register number 461102. **YOU** can check this on the FCA's Register by visiting the FCA's website www.FCA.org.uk or by contacting the FCA on 0800 111 676.

15.2 What Happens When We Receive A Complaint

15.2.1. If **YOUR** concerns relate to a claim or the handling of a claim, **WE** will acknowledge receipt by email within five business days of receiving it, advising **YOU** that, as it is in relation to a claim, it has been forwarded to the **ADMINISTRATOR** who will contact **YOU** directly.

15.2.2. If **YOUR** concerns relate to the purchase process, **POLICY** terms, the behaviour of customer service consultants or any action or lack of action by customer service consultants affecting an individual, **WE** will acknowledge receipt of **YOUR** complaint by email or letter within five business days of receiving it, advising **YOU** of the name of the person who will be dealing with **YOUR** complaint and enclosing a copy of this procedure.

15.2.3. **WE** will retrieve all the necessary documentation relevant to **YOUR** account, from **OUR** files and systems. These documents will be read and considered, in conjunction with **YOUR** comments.

15.2.4. **WE** will endeavour to respond to and resolve **YOUR** concerns as soon as possible. However, **WE** may need to carry out further internal investigations; if these are required **WE** will send **YOU** a notice of this and a timescale for when **WE** will correspond further, which will be no more than 4 weeks from the receipt of **YOUR** correspondence. In the unlikely event that **OUR** investigations require longer than 4 weeks to complete, **WE** will write to **YOU** to explain why **WE** are not yet in a position to respond and indicate when **WE** will make further contact (this must be within 8 weeks of the receipt of the original correspondence).

15.2.5. If after 8 weeks **WE** are still not in a position to make a response, **WE** will write to **YOU** and give reasons for the delay and an indication when **WE** expect to provide a full and final response. At this point **WE** will include details of the Financial Ombudsman Service, who **YOU** can refer **YOUR** complaint to if **YOU** wish.

15.2.6. Once **OUR** investigations are complete, **WE** will write to **YOU** with **OUR** response.

15.2.7. Where circumstances require, and **WE** believe **WE** have fully addressed **YOUR** concerns, **WE** will issue a further reply with **OUR** final response and notify **YOU** that, if **YOU** remain dissatisfied with **OUR** final response, **YOU** may refer the complaint to the Financial Ombudsman Service and that **YOU** must do so within 6 months from the date of the final response.

15.2.8. **WE** will consider a complaint closed when **WE** have sent **YOU** a final response, unless **YOU** advise **US** the information is incorrect, inaccurate, if **YOU** have any additional information **YOU** would like **US** to take into account or refer **YOUR** complaint to the Financial Ombudsman Service. For **YOUR** information, The Financial Ombudsman Service can be contacted in writing: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

This does not affect **YOUR** statutory rights. Please quote **YOUR POLICY** number in all correspondence

16 - CUSTOMER DECLARATION – STATEMENT OF FACT

This Statement of Fact forms part of **YOUR** contract of insurance and should be kept with **YOUR** insurance documents for the duration of **YOUR** insurance contract.

The information contained within this Statement of Fact is a record of the statements made and the information given by **YOU** in completing **YOUR** application for insurance cover and will be held on **OUR** records. Such information is the basis upon which we have agreed to provide insurance cover.

You must answer all questions honestly and to the best of **YOUR** knowledge and belief. If **YOU** don't, **YOUR POLICY** may be cancelled, or treated as if it never existed, or **YOUR** claim rejected or not fully paid.

If a third party (such as an insurance broker) has completed this document on **YOUR** behalf, then **YOU** are responsible for checking that all questions have been answered correctly. It is therefore very important that **YOU** read the information contained carefully to ensure that all details are correct.

- I declare that the answers given on this document are true to the best of my knowledge and belief.
- I agree to accept the **POLICY** subject to the terms, conditions and exceptions contained within.
- I also declare that if a third party (such as an insurance broker) has completed this form on my behalf that I have checked that all the questions have been answered correctly.
- I understand that **YOU** will pass information I have provided to the Motor Insurance Database (MID), the Claims and Underwriting Exchange Register and the Motor Insurance AntiFraud and Theft register for the purposes described in the 'Data Protection Privacy And Data Protection Notice' section and consent to the data transfer.
- To the best of my knowledge the **VEHICLE** is mechanically sound and of roadworthy condition