



Asset Protection Policy

AutoTrust Asset Protection

Contractual Agreement

This policy wording is evidence of a legally binding contract of insurance between **You** and AmTrust Europe Limited (hereinafter known as the '**Insurer**', '**We**', '**Us**', '**Our**').

This policy is administered by Car Care Plan Limited (hereinafter known as the '**Administrator**').

Definitions

The following words or expressions will have the specific meanings described below. They have the same meaning throughout this document and appear in bold type:

Accident Management Company

A company instructed by **You** to recover **Your** losses from a third party in circumstances of a non-fault motor accident.

Acts of Terrorism

Any act that the government of the **United Kingdom** considers to be an act of terrorism. The use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government for political, religious, ideological or similar beliefs. This includes trying to influence any government or intimidate the public.

Administrator

Car Care Plan Limited. Registered Office: Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG. Registered in England No: 850195. Car Care Plan Limited is authorised and regulated by the Financial Conduct Authority.

Endorsement

Statements, found in **Your Validation Certificate**, that either show changes to the terms of **Your** policy or terms that apply specifically to **You**.

European Motor Insurance Policy

Where **Your Motor Insurance Policy** has been endorsed by **Your Motor Insurer** to provide cover in the event of accidental damage, fire, theft or adverse weather conditions within the **European Union**.

European Union

European Union member countries.

Expiry Date

The date the insurance cover ends as shown on **Your Validation Certificate**.

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**, any insurance premiums, additional interest charges, discounts, incentives and cashbacks, arrears, road fund licence fee, new vehicle registration fee, title discharge fees and any other financed amount not relating specifically to **Your Vehicle**.

Glass's Guide

The car value guide published monthly by Glass's Information Services Limited, used for assessing vehicle values.

Grey Import

A new vehicle destined for markets outside the **European Union** which is being brought in to 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 the **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 via an **Accident Management Company**, at the date of the **Total Loss**.

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

Insurer

AmTrust Europe Limited (AEL) whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG (registered number 01229676). AEL is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 202189.

Introducer

The party, person or company who has arranged this insurance on **Your** behalf.

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 **United Kingdom** **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 indebtedness under the **Lease Agreement**, excluding any arrears, all maintenance, road fund licence fee, insurance premiums, recoverable VAT, excess mileage charges, excess wear and tear charges and any uncollected **Premium** under this policy.

Market Value

The cost of replacing **Your Vehicle** with another of the same make, specification (for example, the level of equipment found in **Your Vehicle** including dealer fitted options including VAT), model, age, mileage and condition as **Your Vehicle** was just before the **Total Loss** **You** are claiming for, by reference to **Glass's Guide** retail value. **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 **Your Vehicle** is such that this would affect the guide value.

Motor Insurance Excess

The amount deducted under **Your Motor Insurance Policy** if **Your Vehicle** is lost, stolen or damaged.

Motor Insurance Policy

Means a policy issued by an authorised **United Kingdom Motor Insurer** in accordance with the Road Traffic Act 1988, which insures **Your Vehicle** on a comprehensive basis against accidental damage, fire, theft or adverse weather conditions throughout the **Period of Insurance**. Or, where **Your Vehicle** is being used by any permitted driver, a comprehensive **Motor Insurance Policy** held by them in respect of **Your Vehicle**.

Please note: Motor trade insurance policies of any type are excluded.

Motor Insurance Settlement

The provision of a replacement vehicle by **Your Motor Insurer**, or money **You** receive from the **Motor Insurer** for **Your Vehicle** or from a third party through an **Accident Management Company** following a **Total Loss** claim of **Your Vehicle**.

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 or **Finance Agreement**.

Period of Insurance

The period, as noted on the **Validation Certificate**, for which **We** have agreed to provide cover and for which **You** have agreed to pay the full **Premium**.

Premium

The total amount **You** have agreed to pay **Us** for this insurance policy.

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 dealer 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, paintwork protection applications, other extras, arrears or **Negative Equity**.

Salvage Value The amount deducted by the **Motor Insurer** from a **Motor Insurance Settlement**, to enable **You** to keep ownership of **Your Vehicle**.

Start Date

The date the insurance cover commences as shown on **Your Validation Certificate**.

Sum Insured

The maximum amount that can be claimed in total during the **Period of Insurance** as stated in the **Validation Certificate**.

Territorial Limits

England, Scotland, Northern Ireland, Wales, the Isle of Man 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") 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 the **Motor Insurance Policy** for **Your Vehicle** or through an **Accident Management Company**, as a result of accidental damage, fire or theft, or adverse weather conditions, where **Your Vehicle** is beyond economic repair resulting in a **Motor Insurance Settlement**.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Validation Certificate

The document that names **You** as the policyholder and sets out what this policy covers **You** for. **We** will replace **Your Validation Certificate** if **You** make any changes to the policy during the **Period of Insurance**.

Vehicle

The car or light commercial vehicle up to 3.5 tonnes gross vehicle weight shown on **Your Validation Certificate**.

We, Us, Our

AmTrust Europe Limited.

You, Your, Insured

Either:

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



This Asset Protection policy provides an exceptionally high level of cover and has received the top 5-Star rating by Defaqto, the UK's leading independent financial services rating agency.

This rating can be verified on the Defaqto.com comparison website under the All Star Ratings Motor Section for Gap Insurance.

About Your Policy

We will provide cover under the terms, exceptions, conditions and any **Endorsement** of this policy, relating to any **Period of Insurance** for which **We** have accepted **Your Premium**, and **You** have made payment in full or have entered into an agreement to pay **Your Premium**.

This contract is based on the **Proposal** (or any statement of facts or statement of insurance **We** prepare using the information **You** have provided), and any declaration **You** make.

This policy gives full details of **Your** cover. **You** will also receive a **Validation Certificate** which contains information about **You, Your Vehicle, Your Period of Insurance** and any **Endorsement(s)**. This document together with **Your Validation Certificate** is **Your** policy and should be read as one document. Please read them both carefully and make sure that they meet **Your** needs.

If **You** have any questions, please contact the **Introducer** or the **Administrator** and they will help **You**.

Please keep all **Your** insurance documents in a safe place, as **You** may need to read them if **You** want to make a claim.

Eligibility

You are eligible for cover if at the **Start Date** of the policy:

- You** are resident in England, Scotland, Northern Ireland, Wales, the Isle of Man or the Channel Islands and remain so throughout the **Period of Insurance**;
- You** are either the owner of **Your Vehicle** or have a finance, contract hire or **Lease Agreement** in relation to **Your Vehicle**, or are the registered keeper of **Your Vehicle**;
- You** are at least 18 years of age;
- You** hold a full driving licence which is valid in the **United Kingdom**;
- You** hold a valid policy providing comprehensive motor insurance for the **Vehicle**.

Your Vehicle is eligible for cover if at the **Start Date** of the policy:

- The **Vehicle** is less than 10 years old;
- The **Purchase Price** of the **Vehicle** does not exceed £180,000;
- The **Vehicle** is not to be used for racing, pace-making, speed testing, reliability trials or any off-road event;
- The **Vehicle** is not to be used for hire or reward, short-term self-drive or driving tuition in connection with **Your** occupation;
- The **Vehicle** is not a commercial vehicle of more than 3,500kg gross weight, kit-car, invalid carriage, a grey or parallel import or a vehicle not built for sale in the **United Kingdom**;
- The **Vehicle** is no more than 100 days from the original date of purchase;
- The **Vehicle** is listed in **Glass's Guide**.

For the full list of requirements please see the "We will cover" and "Exclusions" sections.

Period of Insurance

The **Validation Certificate** **You** have been provided with will provide details as to when this policy commences (the **Start Date**). Expiry of **Your** policy will occur at earliest of the following dates:

- The **Expiry Date** as shown on **Your Validation Certificate**; or
- The date **Your Vehicle** is declared a **Total Loss**; or
- The date **Your Vehicle** is sold or transferred to a new owner or repossessed by the **Finance Company**; or
- The date on which **Your** policy is cancelled; or
- The date on which **You** do not pay the **Premium** due.

The policy is non-renewable.

Cover Provided

Following the **Total Loss** of **Your Vehicle** during the **Period of Insurance**, **We** will pay the difference – up to the **Sum Insured** – between the **Insured Value** and the **Purchase Price** of **Your Vehicle** as confirmed in the net sales invoice.

If the **Finance Early Settlement Amount** is greater than the **Purchase Price** of **Your Vehicle**, **We** will pay the difference – up to the **Sum Insured** – 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 up to the **Sum Insured** 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.

The maximum benefit levels for claims are as follows:

- Where **Your Vehicle Purchase Price** is up to £50,000, the maximum benefit payable is up to **Your Vehicle Purchase Price**.
- Where **Your Vehicle Purchase Price** is between £50,001 and £75,000, the maximum benefit payable is £25,000.
- Where **Your Vehicle Purchase Price** is between £75,001 and £100,000 the maximum benefit payable is £75,000.
- Where **Your Vehicle Purchase Price** is between £100,001 and £125,000 the maximum benefit payable is £45,000.
- Where **Your Vehicle Purchase Price** is between £125,001 and £180,000 the maximum benefit payable is £55,000.

Any amount due will be paid to **You** where **Your Vehicle** is not subject to a **Finance Agreement** or **Lease Agreement**.

We will cover

- Your Vehicle** providing it is 10 years old or under at the **Start Date** of this policy.
- Your Vehicle** providing the **Purchase Price** does not exceed £180,000.
- Your Vehicle** providing it is shown in **Glass's Guide**.
- Your Vehicle** providing this Asset Protection Policy is purchased within 100 days from the original purchase date of **Your Vehicle**.
- Your Vehicle** providing it is covered by a **Motor Insurance Policy** throughout the **Period of Insurance**, or where any permitted driver of **Your Vehicle** has a valid **Motor Insurance Policy** in force at the time of driving **Your Vehicle**.
- Your Vehicle** providing it was not purchased via a private sale.
- Your Vehicle** providing it is not used for daily or weekly rental.
- You** providing **You** are 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**.
- You** providing **You** are at least 18 years of age at the **Start Date** of this policy if **You** are a private individual or a sole trader.
- You** providing **You** are resident in the **United Kingdom** for the **Period of Insurance** of this policy.
- You** providing **You** applied for this insurance cover in the form approved by **Us**.
- You** providing **You** have paid or agreed to pay the insurance **Premium** for this policy.
- You** providing **You** agree to comply with the terms and conditions of this policy.
- Your Motor Insurance excess** up to £250 following the **Total Loss** of **Your Vehicle**.

Exclusions

We will not cover:

- **Your Vehicle** if it is over 10 years old at the **Start Date** of this policy.
- **Your Vehicle** if the **Purchase Price** exceeds £180,000.
- **Your Vehicle** if it has not been registered with **Us** within 100 days of the original purchase date.
- **Your Vehicle** if it is not shown in **Glass's Guide**.
- **Your Vehicle** if **You** have not claimed under the **Motor Insurance Policy** or from a third party through an **Accident Management Company** or **Your** claim has not been settled as a **Total Loss**.
- **Your Vehicle** if it is **Insured** on any type of motor trade insurance policy.
- **Your Vehicle** if it has 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.
- **Your Vehicle** if it is a scooter, motorcycle, touring caravan, non-**United Kingdom** specification **Vehicle** or not built for principal sale in 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.
- **Your Vehicle** if it has not been supplied to **You** by a recognised motor vehicle retailer.
- **Your Vehicle** if it is owned by a garage, vehicle trader or any other associated vehicle trade company.
- **Your Vehicle** if it is manufactured in the United States of America and is not right hand drive.
- **Your Vehicle** if it is manufactured in the United States of America and has been imported directly from that country and has not been purchased as new from an authorised **United Kingdom** distributor.
- **Your Vehicle** if it is used for daily or weekly rental.
- **Your Vehicle** if it is used as an emergency or military vehicle, courier or delivery vehicle, invalid carrier, for driving school tuition, for any hire or reward or as a taxi.
- **Your Vehicle** if it is used for track days, road racing, rallying, pace-making, speed testing or any other competitive event.
- **Your Vehicle** if the **Total Loss** occurred after it was taken or driven without **Your** consent by a family member, spouse or partner.
- **You**, if **You** are under 18 years of age at the **Start Date** of this policy, if **You** are a private individual or a sole trader.
- A **Total Loss** where the **Total Loss** occurred before the inception of this insurance.
- A **Total Loss** caused by someone not eligible to drive **Your Vehicle** under the terms of the **Motor Insurance Policy** for whom **You** gave consent, or where the person driving **Your Vehicle** did not have fully comprehensive insurance in place for the **Vehicle**.
- A **Total Loss** caused by someone who does not hold 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 outside the **Period of Insurance**.

- A **Total Loss** occurring where **Your Vehicle** had been driven in the **European Union**, other than the **United Kingdom**, where **You** have not kept in force a **Motor Insurance Policy** providing an equivalent level of cover as **You** would have enjoyed in 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 or destruction or damage to any property and any expense incurred as a result.
- Any **Premium** owed that is deducted 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**.
- The same percentage or amount deducted by the **Motor Insurer** of **Your Vehicle**, if they reduce the **Motor Insurance Settlement** because of contributory negligence or due to the condition of **Your Vehicle**.
- 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.
- If the **Finance Early Settlement Amount** from the **Finance Agreement** is greater than the original **Purchase Price**, **We** will deduct any arrears and any interest payable on those arrears.
- Any amount due under the **Finance Agreement** relating to 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, paintwork protection applications, other extras, arrears or **Negative Equity**.
- Any liability where the terms of the policy have been amended or altered without **Our** written consent to **You**.
- Any **Premium** due that has not been paid to **Us**.

General Exclusions under this Policy

Earthquake

We will not cover any **Total Loss** if the loss or damage to **Your Vehicle** is caused by earthquakes.

Fraud

We will not pay any claim and all cover under the policy will end from the date **You** (or anyone acting for **You**):

- Make a false or exaggerated claim or support **Your** claim with forged or fraudulent documents or evidence; or
- Make a false or exaggerated **Total Loss** claim or support **Your Total Loss** claim with forged or fraudulent documents or evidence; or
- Deliberately cause the loss or damage.

We also reserve the right to inform the Police, and to recover any benefit payment made in respect of a fraudulent claim if new information comes to light at a later date.

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** that is the 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.

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 **United Kingdom**.

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

War

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.

How to Claim

If **You** consider **Your Vehicle** is likely to be declared a **Total Loss**, here's what to do.

Contact the **Administrator** on **0344 573 8069**, or email GAPclaims@carcareplan.co.uk.

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.
- **Your** details as recorded on the **Validation Certificate**.

We hope **You** will find **Our** service fast, efficient and friendly.

IMPORTANT

Please contact the Administrator in order to register Your claim prior to agreeing any settlement offer from Your Motor Insurer or from a third party through an Accident Management Company.

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

The **Administrator** reserves the right to calculate any rebate for early repayment of the outstanding **Finance Agreement** provided for under the Consumer Credit Act 1974. In the matters of a claim the **Administrator** acts on behalf of the **Insurer**.

Motor Insurer Settlement

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** but **You** choose to pursue **Your** claim via an **Accident Management Company**, then the **Administrator** will settle the claim based on the value of the replacement vehicle and not the settlement figure offered under the **Motor Insurance Policy**.

Note this may result in no **Sum Insured** being paid.

The **Administrator** reserves the right to subject **Your Vehicle** to independent inspection.

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 the **Market Value (Glass's Guide Retail)** at time of **Your Vehicle** being declared a **Total Loss**.

Any actions **We** take in **Your** name in relation to the **Motor Insurance Settlement** will not affect the payment of a claim under **Your Asset Protection 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 (unless **We** say otherwise in this policy).

Subrogation

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. **We** would please ask that **You** give the **Administrator** whatever help it needs at all times.

Transferring Your Cover

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 dealer'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. Please provide a copy of the original invoice for **Your Vehicle** and a copy of the invoice for the replacement vehicle.

Changes in Your Circumstances

You should keep a complete record of all information **You** supplied to **Us**, either directly or through an **Introducer** or the **Administrator**, when taking out this policy. Please tell the **Administrator** immediately about any of the following changes which 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 change the place **You** keep **Your Vehicle**; 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; or
- **You** make changes to **Your Vehicle**; or
- **You** develop any physical or mental problem that affects **Your** ability to drive; or
- **You** change **Your** registration number to a cherished number plate.

If **You** are unsure in any way about a whether a change in circumstances may affect **Your** cover, please contact the **Administrator**.

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** in the first instance on 0344 573 8069, or in writing to: The Customer Services Manager, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

You can also email **Us** at complaints@carcareplan.co.uk.

For full details on our complaints procedure, please visit our website at www.carcareplan.co.uk/complaintsprocedure

If it is not possible to reach an agreement or **Your** complaint has not been resolved within 8 weeks, **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 or write to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123.

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

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.

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 or call their Information Line on 0345 241 3008.

General Conditions that Apply to this Policy

Governing Law

This policy is subject to English Law unless otherwise agreed.

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, upon request, audio tapes and large print documentation. 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.

Financial Services Compensation Scheme

AmTrust Europe Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme (FSCS). This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Under this scheme 90% of the total claim will be met (100% if the insurance is legally compulsory). For further information about the scheme (including the amounts covered and eligibility to claim) please refer to the FSCS website www.FSCS.org.uk or call 0800 678 1100 or 0207 741 4100..

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.

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.



Motor Industry Code of Practice for

Vehicle Warranties

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, England.**

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.

Consumer Insurance (Disclosure and Representations) Act 2012 and Insurance Act 2015

You are required by the provisions of these Acts to take care to supply accurate and complete answers to all the questions in the application 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.

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 **Introducer** who sold **You** **Your** policy.

If **You** wish to cancel **Your** policy after this 30-day period, **You** can cancel at any time up to the **Expiry Date** of **Your** policy and receive a *pro rata* refund. To cancel **Your** policy please contact the **Administrator** by calling 0344 573 8069 or by writing to: Car Care Plan, 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 give **You** a refund if **You** have already made a successful claim on **Your** policy.

If **You** have paid for **Your** policy in cash, as opposed to a Car Care Plan Ltd instalment agreement, provided **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 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 Ltd, 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**.

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, **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 Ltd, **You** will not receive a cash refund. 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 Ltd until the balance calculated at the time of notice of cancellation received by the **Administrator** has been settled.

We will not give **You** a refund if **You** have successfully claimed on **Your** policy.

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

AutoTrust Asset Protection is administered by Car Care Plan Limited.
Car Care Plan, Jubilee House, 5 Mid Point Business Park,
Thornbury, West Yorkshire BD3 7AG

www.autotrustedwarranty.co.uk

Phone: 0344 573 8069

