ALA Insurance

Your Contract of Insurance
GAP Extend Back to Invoice

Your GAP Extend Back to Invoice Insurance is arranged by ALA IB Limited trading as ALA Insurance Brokers and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

ALA IB Limited trading as ALA Insurance Brokers are authorised and regulated by the Financial Conduct Authority. Firm reference number 571109.

UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Firm reference number 310101.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Cover Provided

You have completed an application and agreed to pay the required premium to the Administrator. In return, and subject to the terms and conditions of this policy, if a Total Loss of the insured Vehicle occurs within the Territorial Limits during the Period of Insurance, We will pay the difference between the Insured Value (The amount that You receive under Your Motor Insurance Policy in respect of Your Vehicle being a Total Loss) and either the purchase price of the insured Vehicle as confirmed by the Net Invoice Selling Price or the amount of Your Early Settlement Figure, whichever is the greater.

If no VAT Invoice is present then We will pay back to the Glass Guide value of the Vehicle at the time of purchase.

The maximum amount We will pay in respect of any one claim will not exceed the Limit of Liability as shown in Your Policy Schedule.

Eligibility Requirements

You are eligible for cover under this policy provided:

1. Cover must be purchased within 30 days from the expiry date of Your existing GAP insurance policy unless Your original Back to Invoice GAP insurance policy was not purchased from Us, in which case cover must be purchased before Your original Back to Invoice GAP insurance policy expires.
2. You are to be the owner or registered keeper of the Vehicle or You are financing the Vehicle on behalf of the owner or registered keeper of the Vehicle.
3. The registered keeper or owner of the Vehicle holds a driving licence that is valid for use in the United Kingdom for the duration of the Policy.
4. The Net Invoice Selling Price does not exceed £250,000 (two hundred and fifty thousand pounds);
5. The Vehicle is listed in Glass's Guide and is less than ten years old on the day that You purchase Your policy;
6. The Vehicle is not specifically excluded under the terms and condition of this policy;
7. The Vehicle is insured under a comprehensive Motor Insurance Policy.

Specific Conditions

Best Endeavours

The Insured shall have used their best endeavours to obtain the maximum settlement under their Motor Insurance Policy. If the Insured accepts an offer of settlement from their Motor Insurer of less than the current Market Value of the Vehicle, the Insurer reserves the right to contact the Motor Insurer in Your name to access the offer of settlement and where necessary seek settlement in-line with the Market Value at the time of the incident that lead to Your Vehicle being declared a Total loss.

Any actions taken in Your name regarding the Insured Value will not affect payment of a claim under Your policy.

Assignments

The Insured person shall not be entitled to assign any of their rights hereunder unless agreed by The Insurer.

SAMPLE

General Conditions

1. Cover is restricted to the confines of the Territorial Limits.
2. Identification – the Terms and Conditions and Schedule of Insurance 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.
3. Fraud – You must not act in a fraudulent way. If You or anyone acting for You:
   3.1. fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your policy;
   3.2. fails to reveal or hides a fact likely to influence the cover We provide;
   3.3. makes a statement to Us or anyone acting on Our behalf, knowing the statement to be false;
   3.4. sends Us or anyone acting on Our behalf a document, knowing the document to be forged or false;
   3.5. makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
   3.6. makes a claim for any loss or damage You caused deliberately or with Your knowledge,

   We will not pay any benefit under this policy or return any premium to You and We may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities.
4. Subrogation – The Insurer may at their own expense take such proceedings as they think fit in the name of the Insured to enforce any rights and remedies against or obtain relief or indemnity from other parties to which The Insurer shall be or may become entitled or subrogated under this policy and the Insured shall at the request and expense of The Insurer do such acts and things as may be reasonably required by The Insurer for that purpose.
5. Arbitration Procedure – if The Insurer accepts Your claim but disagrees with You about the amount due to You under the terms of this policy, the matter will be passed to a legally appointed arbitrator. When this happens, an award must be made before Court proceedings can be started against Us.
6. Observance of Policy Terms – it is a condition precedent to Our liability that You and anyone claiming under the terms of this policy on Your behalf has complied with the Terms and Conditions of this policy.
7. Unless some other law is agreed in writing, 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.
8. Contribution – if at any time of any loss or damage arising under this policy there is another insurance policy covering such loss or damage, The Insurer will not be liable for more than their rateable proportion.
9. Limit of Liability – in the event of a claim payment as a consequence of any insured event The Insurer will deem that full liability has been met under the terms of this policy and the insurance cover will cease upon settlement. In no circumstances shall the liability of The Insurer exceed the amount shown in the Schedule of Insurance.
10. Claims – The Insurer shall not be liable for any claim arising directly or indirectly caused by or contributed by or in consequence of a loss listed under the headings “Exclusions” and “General Exclusions”.

Exclusions

This insurance does not cover:

1. If Your Vehicle was declared a constructive or Total Loss prior to the start date shown on Your Policy Schedule.
2. Any Negative Equity.
3. Any Consequential Loss.
4. Any costs or losses suffered or incurred by You or any other person, which:
   3.1 Are not the subject of an indemnity under the accidental damage, fire or theft section of the Motor Insurance Policy, or
   3.2 Occur while the Vehicle is being driven or used by a person who is not insured to drive or use it under the terms of the Motor Insurance Policy (unless reported as a theft to the Police).
5. Vehicles used in any sort of competitions or rallies, for hire or reward, or for driving tuition; Vehicles used as taxis, or for racing, pace making, speed testing or in reliability trials; Vehicles not listed in Glass’s Guide; kit cars; invalid carriages; Vehicles used solely for delivery or courier purposes or any private of public rental vehicle; commercial Vehicles of more than 3500kg gross weight; any left hand drive vehicle or non UK Specification vehicle or one not built for principal sale in the UK or classed as a Grey Import.
6. A Total Loss that occurs when the driver of the Vehicle is intoxicated by alcohol, or under the influence of drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner where a warning against driving has been given.

SAMPLE

7. Any liability in connection with the use or ownership of the Vehicle.
8. Any claim whatsoever in the event that the driver of the Vehicle at the time of the incident giving rise to a claim hereunder was driving illegally.
9. Any Vehicle, which is not covered by a Motor Insurance Policy for the full duration of the Period of Insurance.
10. Any Vehicle, which is left unattended unless the doors have been locked and the keys have been removed from the Vehicle, and all security devices and immobilisers have been activated and are in full working order.
11. A Total Loss if You misrepresent or conceal any information when You make a claim under the terms of this policy.
12. A Total Loss that occurs outside the Territorial Limits.
13. Any excess deducted under the Motor Insurance Policy above £250.
14. A Total Loss if the application or the premium is not received by The Insurer.
15. The VAT element of any claim where the VAT element of the purchase price has been recovered as part of a VAT Return by You or Your company.
16. A Total Loss which occurred before the Period of Insurance.
17. Any Vehicle over ten years old at the start date of this policy.
18. If the Motor Insurer reduces the amount it pays under Your Motor Insurance Policy because of Your contributory negligence or due to the condition of the insured Vehicle, We will reduce the amount We pay under this policy by the same percentage.

General Exclusions

The Insurer will not be liable for any claim:

1. For loss or damage caused by or arising from:
   1.1. the intentional act or willful neglect of the Insured,
   1.2. experiments involving the imposition of any abnormal conditions on the insured Vehicle.
2. For loss of use of the insured Vehicle or Consequential Loss of any nature whatsoever.
3. For penalties for delay or detention or in connection with guarantees of performance or efficiency, which is directly or indirectly caused by or is a result of:
   3.1 earthquake,
   3.2 any direct or indirect consequence of:
      3.2.1 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.

      3.2.2 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, terrorism,

      3.2.3 riot or civil commotion outside England, Scotland, Wales, the Isle of Man and the Channel Islands.
4. For loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any Consequential Loss.
5. For damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.
6. For liability, which attaches by virtue of an agreement, but which would not have attached if the agreement did not exist.

How to Make a Claim

In the event of a possible claim under this policy please follow the claims procedure set out below, with written notice of the facts on which the claim is based, to be provided to the Claims Administrator within 120 days of the date of the loss. If such notice is not given within this period or any extension agreed by the Insurer, no payment under this policy will be granted.

Claims Conditions

In the event of any loss or damage, which may give rise to a claim You or Your legal personal representative must at their own expense:

1 Supply all information and assistance, which The Insurer may reasonably require in establishing the amount of any

SAMPLE

payment under this insurance.

2 Notify the police of any loss or damage by theft within 24 hours or as soon as reasonably possible.

3 Give written notice of the facts on which the claim is based to The Administrator as soon as possible, but in any event within 120 days of the date of the Total Loss.

Claims Procedure

Contact the Claims Administrator: Mechanical Breakdown & General Insurance Services Limited, Cobalt Business Exchange, Cobalt Park Way, Wallsend, Newcastle Upon Tyne, NE28 9NZ or by telephoning 0191 258 8141 with the following information:

1. Your name, address and postcode
2. a daytime contact telephone number
3. the Policy reference number
4. details of the Vehicle

The Claims Administrator will then advise You how to proceed with Your claim.

Please quote Your policy number in all correspondence.

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE

Policy Transfer

If You sell Your Vehicle, provided that no claim has been made under this Insurance, You may transfer the remaining pro-rata cash balance to the eligible Replacement Vehicle, subject to Our agreement. Where the Purchase Price of the Replacement Vehicle is greater than the original Vehicle Purchase Price, an additional premium may be required. A new Policy Schedule will be issued by the Administrator confirming the Replacement Vehicle details. Cover will not include any refinancing.

In the event of bereavement, the remaining benefit of this Insurance may be transferred to the policyholder's spouse or partner. If You would like to transfer this Insurance, You must contact the Administrator on 01653 916304.

Cancellation

We hope You are happy with the cover this policy provides. However, if after reading Your policy, this insurance does not meet with Your requirements, please return it to the Administrator, within 30 days of issue and We will refund Your premium, provided You have not made a claim.

Thereafter, You may cancel Your policy in writing at any time, provided You have not made a claim and receive a pro rata refund proportionate to the number of unexpired days remaining during the Period of Insurance subject to the deduction of an administration fee of £35. Requests for cancellation should be made in writing to the Administrator.

Insurer Cancellation

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

1. Fraud;
2. Non-payment of premium;
3. Threatening and abusive behaviour;
4. Non-compliance with policy terms and conditions.
5. You have not taken reasonable care to provide complete and accurate answers to the questions We ask.

Where Our investigations provide evidence of fraud or a serious non-disclosure, We may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when You provided Us with incomplete or inaccurate information, which may result in Your policy being cancelled from the date You originally took it out.

If We cancel the policy and/or any additional covers You will receive a refund of any premiums You have paid for the cancelled cover, less a proportionate deduction for the time We have provided cover, unless the reason for cancellation is fraud and/or We are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Termination

The insurance provided hereunder will automatically terminate on the occurrence of one of the following:

1 The natural expiry date of this policy;

SAMPLE

2 Payment of a claim under this policy;

3 The date this policy is cancelled.

If You choose to have the Vehicle replaced on "a new for old basis" under the terms of Your Motor Insurance Policy following a Total Loss of the Vehicle within 12 months of the start date of this policy, We will set up a new policy on the replacement Vehicle for the same term as the original policy at no additional premium, if You ask Us to do so.

Definitions

The words or expressions detailed below have the following meaning whenever they appear in this policy with a capital letter.

Administrator	ALA IB Limited trading as ALA Insurance Brokers, Unit 3, Park Farm Courtyard, Easthorpe, Malton, YO17 6QX are responsible for the registration of Your Policy. Telephone: 01653 916304.
Claims Administrator	Mechanical Breakdown & General Insurance Services Limited, Cobalt Business Exchange, Cobalt Park Way, Wallsend, Newcastle Upon Tyne, NE28 9NZ or by telephoning 0191 258 8141.
Consequential Loss	The costs and losses which You and others may suffer or incur as a direct or indirect result of the event which led to Your claim, apart from the Insured Amount. For example, additional transportation costs.
Early Settlement Figure	The balance payable to the Financier at the date of the Total Loss under the terms of the finance agreement but excluding any of the following: Any amount carried over from a previous finance agreement, credit protection insurance, credit facility fee, title discharge fee, documentation fee, additional interest charges, arrears and any other financed amount not related specifically to the insured Vehicle.
Financier	Any UK based finance company or lender who helped You to buy the Vehicle by lending You money.
Glass's Guide	A monthly trade publication recognised and used extensively throughout the motor vehicle industry to value used vehicles.
Insured Amount	The difference between the Insured Value and 1. the purchase price of the insured Vehicle as confirmed by the Net Invoice Selling Price; or 2. the amount of Your finance agreement Early Settlement Figure, if greater.
Insured Value	The amount You receive under Your Motor Insurance Policy in respect of the insured Vehicle as a result of a Total Loss.
Insured/You/Your	The person who purchased the Vehicle forming the subject matter of this policy.
Limit of Liability	The maximum amount that can be claimed under this policy as stated on the Policy Schedule (including VAT).
Market Value	The Market Value of the insured Vehicle, as determined by reference to the Glass's Guide retail value.
Motor Insurance Policy	A comprehensive motor insurance policy in respect of the Vehicle, which is effected and kept in force or replaced by a similar comprehensive motor insurance policy for the duration of the Period of Insurance.
Motor Insurer	The UK authorised and UK based insurance company that issued the comprehensive Motor Insurance Policy covering Your Vehicle.
Net Invoice Selling Price	The purchase price of the Vehicle including any discount given. This excludes, dealer fitted accessories or services, unless specified on the relevant manufacturer's price list, and extended warranty charges, insurance premiums, road fund licence, fuel and any arrears or any other financed amount not related specifically to the insured Vehicle.
Period of Insurance	The term of cover, which shall not exceed 60 months from the start date of Your policy.

SAMPLE

	Details regarding the duration of Your policy can be found on Your Policy Schedule.
Policy Schedule	Confirmation of cover confirming details of the Vehicle, You, the Period of Insurance, the type of cover selected and the Limit of Liability.
Proposal	Any information provided to the Insurer or Administrator by You or on Your behalf, before the start of this policy.
Territorial Limits	The UK and the Channel Islands. The European Union (excluding the UK), Croatia, Iceland, Norway, Switzerland, Liechtenstein, Andorra and Isle of Man also within the Territorial Limits where the cover available under Your Motor Insurance Policy when the Vehicle is in the European Union (excluding the UK), Croatia, Iceland, Norway, Switzerland, Liechtenstein, Andorra and/or Isle of Man is the same as or equivalent to the cover You would have enjoyed if the Vehicle had been in the UK, or the Channel Islands.
The Insurer/We/Us/Our	UK General Insurance Limited acting on behalf of Great Lakes Insurance SE.
Total Loss	Where an Insured person has claimed under their Motor Insurance Policy, the claim has been settled, and the Vehicle has been surrendered to the Motor Insurer or otherwise.
UK	The United Kingdom of England, Scotland, Wales and Northern Ireland.
Vehicle	Any Vehicle registered and principally used in the UK, having a maximum Net Invoice Selling Price up to £250,000, which is less than ten years old on the start date of Your policy. The value of a non-UK sourced Vehicle will, at the discretion of the Insurer, be based on the original Net Invoice Selling Price of a UK equivalent Vehicle provided by a manufacturer or manufacturer's agent in the UK and specified for use in the UK. The value will be used to determine the difference between the original Vehicle Net Invoice Selling Price and the value at the date of Total Loss.

Customer Service / Complaints

It is Our intention to give You the best possible service but if You do have questions or concerns about this insurance or the handling of a claim You should follow the complaints procedure below

For complaints regarding the sale of Your Policy, In the first instance please contact:

ALA IB Limited trading as ALA Insurance Brokers
Unit 3
Park Farm Courtyard
Easthorpe
Malton
YO17 6QX

Tel: 01653 916304

Email: customersupport@ala.co.uk

In all correspondence please state Your full name, address and registration number.

If Your complaint cannot be resolved by the end of the next working day, ALA IB Limited trading as ALA Insurance Brokers will pass it to:

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

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

For complaints regarding a claim under Your policy:

In the first instance please contact the Claims Administrator.

Mechanical Breakdown & General Insurance Services Limited
Cobalt Business Exchange
Cobalt Park Way
Wallsend
Newcastle Upon Tyne
NE28 9NZ

Telephone: 0191 258 8141

In all correspondence please state that Your insurance is provided by UK General Insurance Limited and quote scheme

SAMPLE

reference 05623C.

If it is not possible to reach an agreement, You have the right to make a complaint to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

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.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

1. Supply accurate and complete answers to all the questions We or the Administrator may ask as part of Your application for cover under the policy;
2. To make sure that all information supplied as part of Your application for cover is true and correct;
3. Tell Us of any changes to the answers You have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions We ask when You take out, make changes to and renew Your policy. If any information You provide is not complete and accurate, this may mean Your policy is invalid and that it does not operate in the event of a claim or We may not pay any claim in full.

Compensation Scheme

Great Lakes Insurance SE is covered by the independent Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation arrangements from the FSCS or visit www.fscs.org.uk.

Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Governing Law

Unless some other law is agreed in writing, 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.

SAMPLE