# Vehicle Replacement (GAP) Insurance

# **Insurance Product Information Document**



**Product: Vehicle Replacement (GAP) Insurance** 

London General Insurance Company Limited, registered number 1865673, incorporated in England (TWENTY Kingston Road, Staines-upon-Thames, Surrey TW18 4LG), authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202689.

IMPORTANT: Complete pre-contractual and contractual information is provided in other relevant documents. Please refer to the full terms and conditions for further details.

# What is this type of insurance?

A guaranteed asset protection contract ("GAP"); is a contract of insurance covering a policyholder, in the event of total loss to a vehicle, against the difference between (a) the amount paid under the policyholder's vehicle motor policy in respect of that loss; and (b) an amount defined in, or calculated in accordance with, the GAP contract.



#### What is insured?

- Dealer Fitted Accessories: The purchase price includes cover for dealer fitted accessories documented on your purchase sales invoice up to a maximum combined value of £1500 including VAT if applicable.
- Comprehensive Motor Insurer Excess: We will cover any excess up to a maximum amount of £500 unless it is recoverable from a third party. Delivery Fees: the amount charged by the vehicle supplier, not exceeding £650 in respect of and limited to New Vehicle registration fees, road fund licence fee, number plates, plate transfer and fuel as shown on your vehicle invoice.
- ✓ Under Vehicle Replacement Insurance (VRI) this policy provides cover for the difference between: the Motor insurance settlement and the list Purchase Price including Delivery Fees of a vehicle matching the make, model, age, mileage, specification and overall condition of the Insured Vehicle at the Start date of Your policy as shown on your schedule; or
- A vehicle type closest to the specification and recommended retail list Purchase Price of the Insured Vehicle at the time it was purchased if the same make and/or model is no longer available at the time of a claim including Delivery Fees.



#### What is not insured?

- X The insured vehicle is not covered by comprehensive motor insurance.
- The insured vehicle is not a total loss or the comprehensive motor insurance provider has declined your motor insurance claim.

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- The comprehensive motor insurance provider offers to repair the insured vehicle and you request for the claim to be dealt with on a total loss basis.
- Any vehicle which has been modified other than in accordance with the manufacturer's specifications. For example engine enhancements or lowering of the suspension.
- Any American make of vehicle unless:
  - It was manufactured as a right hand drive; and
  - purchased from an authorised UK distributor and not imported directly
- Grey imports. This is a vehicle imported into any EU Member State from a non-EU country that does not comply with European Community Whole
- Vehicle Type Approval (ECWVTA).
- Vehicles used for road racing, track days (timed or untimed), rallying, pacemaking, speed testing or any other competitive event, hire and reward, such as private hire, daily rental, breakdown and recovery, driving school tuition and chauffeuring.
- Emergency vehicles, taxis, courier vehicles, buses (not including minibuses), coaches, trucks, motor

For full details of exclusions, please see Terms and Conditions



# Are there any restrictions on cover?

- Cover is only available for:
  - Individuals aged 18 years of age or older and are resident within the United Kingdom, Channel Islands or the Isle of Man.
  - You if you have purchased this policy no later than 60 days after purchasing the Insured Vehicle.
  - Companies that are registered in the United Kingdom, Channel Islands or the Isle of Man.
  - Policyholders or individuals who are named on the comprehensive motor insurance policy for the insured vehicle.
  - Individuals that hold a valid UK Driving Licence.
  - Private cars or light commercial vehicles not exceeding 3.5 tonnes registered in the United Kingdom and covered by comprehensive motor insurance.
  - · Vehicles that are under 4 months old from date of first registration and have a recorded mileage of less than 1,500 miles at the start date
- If the insured vehicle was a new vehicle at the date of purchase and you are entitled to a replacement vehicle on a new for old basis under the terms of the comprehensive motor insurance (typically in the first 12 months), no benefit is payable under this plan. You will be entitled to transfer the remaining cover under this policy to your replacement vehicle (subject to full terms and conditions and within 30 days of taking delivery of your replacement vehicle). Please check the cover of your comprehensive motor insurance policy, as you may have 'new for old' cover in the first 12 months.
- If you receive payment under your comprehensive motor insurance, that is less than the market value because you have insured your vehicle for a fixed sum (commonly known as an agreed value policy), then we will settle your claim based on the market value.
- Reduced total loss payments: If the motor insurer reduces the total loss payment for any reason, for example in relation to any damage not associated with the incident giving rise to the claim, we will settle your claim based on the market value and not the settlement amount offered by the comprehensive motor insurer. The market value is determined in accordance with published industry data at the date of the incident giving rise to you claim, of a vehicle which is the equivalent age, make, recorded mileage and model as the insured vehicle.
- If you are covered by any other insurance or warranty for the same or similar benefit(s) provided under this policy then we will only be responsible for paying a fair proportion of any benefit which we would otherwise be due to pay.
- If we pay financial shortfall benefit, we will not be liable for return to invoice benefit and vice versa.

  For full details, please see the full policy Terms and Conditions.



# Where am I covered?

United Kingdom, Isle of Man, the Channel Islands, and the countries of the European Economic Area (subject to your policy held with Your Motor Insurance Provider being extended whilst you are in the European Economic Area).





### What are my obligations?

- When applying for or varying this policy or submitting a claim, you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best
  of your knowledge. Failure to do so may affect the validity of your policy or the payment of your claim.
- If there is any sum still owing on your finance agreement after we have settled your claim it is your responsibility to ensure that settlement of this amount is made.
- At the time of claim you will need to provide a copy of a valid driving licence.
- You must notify the administrator as soon as possible if any of your details change during the term of the policy.
- You should not accept any offer made by the Comprehensive Motor Insurance provider until We, acting through the Administrator have given You authority to do so.
- At the time of claim the Administrator must receive evidence that you purchased the insured vehicle.
- Such evidence must include the original or a clear bona fide copy of the original printed purchase invoice of the insured vehicle.
- The invoice must detail the supplying dealer's name, address and VAT registration number and must show the full cost of the insured vehicle including the breakdown of all items, ancillary to the Insured Vehicle or not.



# When and how do I pay?

- One off payment by debit or credit card.
- Direct Debit Installments



#### When does the cover start and end?

Return to Invoice benefit lasts for up to 12, 24, 36 or 48 months and Financial Shortfall benefit (if applicable) will last up to 60 months (please check the product details section of your GAP policy schedule for confirmation of the maximum term) from the start date shown on your schedule. It will end earlier in the event of:

You failing to pay your premium for this policy when due; or

- the Insured vehicle being sold, repossessed, disposed of by you or the Finance Company, or transferred to a new owner, other than someone noted in the section "Can I transfer my policy" of the terms and conditions document; or
- a claim being settled by us; or
- Your death during the policy term.



#### How do I cancel the contract?

You have the right to cancel your policy at any time. To cancel the policy within the 30 days, please notify the vehicle supplier. If cancelling after the 30 day period, please contact TWG Services Limited. Please see full terms and conditions for contact details. If the policy is cancelled within 30 days and there has not been a claim on the policy, a full refund of any premium will be paid. If the policy is cancelled after 30 days and no successful claim has been made on the policy, a pro rata refund, based on the number of full unexpired days remaining on the policy will be paid.

#### Important notes

- A cancellation fee of £30 will apply when the policy is cancelled after 30 days from the start date on the schedule or receipt of policy terms.
- The need for Financial Shortfall cover after month 36 is significantly reduced due to the reducing balance of your finance amount outstanding and depreciation to your insured vehicle. Please Note: No refund will be due after the expiry date of the Return to Invoice benefit as shown on your schedule.

#### Important information about your insurance policy

We are required to provide you with certain key information prior to the purchase of your Vehicle Replacement (GAP) Insurance and it is important that you take time to read this. Please also refer to your policy terms and conditions for further details. English law applies to the policy and is subject to non-exclusive jurisdiction of the Courts of England.

#### Who provides Vehicle Replacement (GAP )Insurance?

This policy is underwritten by London General Insurance Company Limited (company number: 01865673) whose registered head office is at TWENTY Kingston Road, Staines-upon-Thames, Surrey, TW18 4LG. London General Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority Further details can be found on the Financial Services Register at <a href="https://www.fca.org.uk">www.fca.org.uk</a> under firm reference number 202689. The claims administrator is TWG Services Limited (company number: 01883565 whose registered office address is TWENTY Kingston Road, Staines-upon-Thames, Surrey TW18 4LG.

#### What is the complaints process?

For complaints relating to the sale of the insurance please write to the supplying dealer from which the insurance was purchased and whose details were provided to you in their Status Disclosure when you purchased the policy. For complaints relating to the terms of the policy, administration or claims handling under the insurance, please contact the Customer Relations Department at TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF, by telephoning 0330 100 3246 (Monday - Friday, 9:00am - 5:00pm) or emailing <u>customer.relations@thewarrantygroup.com</u>. If your complaint is not resolved to your satisfaction you may within 6 months of our final decision refer the matter to the Financial Ombudsman Service at Exchange Tower, London E14 9SR, or by telephone: 0800 023 4567 or 0300 123 9123. Website www.financial-ombudsman.org.uk.

#### What happens in the unlikely event that the insurer is not able to meet its obligations?

London General Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our liabilities. You can get more information about the compensation scheme arrangements by contacting the FSCS by telephone on 0800 678 1100 or by post at Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY. Website www.fscs.org.uk

#### How your personal information is used.

Your personal details will be used by the supplying dealer, London General Insurance Company Limited (the Insurer), TWG Services Limited (the Administrator) and their repairers and service providers for policy and claims administration and for fraud prevention. A copy of the details held about you is available upon request. We may also provide by post or email, text or telephone, administrative information including expiry/renewal details. For these purposes, your data may be confidentially and securely transferred outside the EEA. We may also send other information in this way, including marketing about this and other similar products provided by our group of companies, but you may contact us at any time to stop receiving any such other information. Please see the full terms and conditions for more information about how we use your personal details.