

Contract Hire, Lease or Credit Agreement GAP Insurance Policy Document

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Demands and needs statement

This policy is suitable for individuals who have a **vehicle** on a personal hire contract, lease contract or credit agreement basis, and wish to be protected financially in a **total loss** event, to pay for the financial shortfall between the settlement amount paid by a comprehensive motor insurance policy and the outstanding amount due to the hire, lease or credit provider for the **vehicle**.

It is not suitable for any individual who directly owns a vehicle, or does not have a hire contract, lease contract or credit agreement they are financially liable for. It is not suitable for individuals who own a vehicle on a personal contract purchase, or purchase basis other than those listed above.

Some words and phrases in this Policy Document and in **your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. They are all listed and explained in the "Definitions" section which can be found on pages 3 and 4 of this Policy Document.

Section 1 - Introduction

About your insurance

Thank you for choosing ALA GAP Insurance to provide **your** policy.

Subject to the correct **premium** being paid, in the event of **your vehicle** being declared a **total loss** within the **geographical limits**, this insurance will pay:

- any financial shortfall that exists between the **motor insurance policy settlement** and the **outstanding balance** at the point of the **total loss**; and
- up to £250 towards the excess deducted from the **motor insurance policy settlement** by **your** provider, unless it can be recovered from a third party or any other insurance policy **you** may hold which specifically covers insurance excess.

In addition, if **you** have purchased and paid for 'Initial Deposit Cover' and paid an additional **premium**, and this is shown in the **Policy Schedule**, this insurance will:

- refund the upfront deposit **you** paid for **your vehicle** at the start of the **finance agreement**, up to the limit shown on **your Policy Schedule**.

Illustrative Example

- Following **your vehicle** being declared a **total loss**, **you** receive a **motor insurance policy settlement** of £14,000, which is the

valuation of £14,500 for **your vehicle** less the applicable excess of £500.

- Your outstanding balance** to settle the **finance agreement** on **your vehicle** lease is £18,000.

This policy will therefore pay as follows:

(Outstanding balance – motor insurance policy settlement before excess and fees + first £250 excess refund) = £18,000 - £14,500 + £250 = £3,750, therefore closing the financial shortfall and allowing you to settle the outstanding balance.

The maximum amount **we** will pay is restricted to the claim limit shown in the **Policy Schedule**.

This policy will end on payment of a valid claim. If **you** replace **your vehicle** with a new one, **you** should take out a new GAP insurance policy if **you** wish to have similar coverage on the new vehicle.

The insurance contract

This Policy Document and **your Policy Schedule** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your Policy Schedule** so **you** can be sure of the cover provided and to check that it meets **your** needs.

Particularly, please take time to read the "Important Information" section on pages 2 & 3 of this Policy Document, which tells **you** about things **you** need to check and the actions **you** need to take.

This Policy Document and **your Policy Schedule** have been arranged on behalf of ALA Insurance Brokers by Avid Insurance Services Limited. Avid Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference: 511522.

In exchange for **you** paying the **premium** amount referenced in **your Policy Schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.

The administrator

This insurance was arranged and is administered by ALAIB Limited trading as ALA Insurance Brokers, who is referred to as the **administrator** in this Policy Document. Contact details for the **administrator** are:

ALA IB Limited,
Unit 3 Park Farm Courtyard,
Easthorpe,
Malton,
North Yorkshire,
YO17 6QX

Telephone: 01653 916304
Email: info@ala.co.uk

ALA IB Limited are authorised and regulated by the Financial Conduct Authority. Firm Reference: 571109. Regulated in England and Wales No: 06833207. Registered Office: Unit 3 Park Farm Courtyard, Easthorpe, Malton, North Yorkshire, England, YO17 6QX.

You can visit the Financial Services Register, which is a register of all authorised financial services firms in the UK - www.fca.org.uk/register. **You** can also contact the Financial Conduct Authority on telephone number 0800 111 6768 (free phone) or 0300 500 808.

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The Insurer

This policy is underwritten by AXA France IARD S.A. (Financial Conduct Authority registration number 203184). AXA France IARD S.A. is authorised and regulated in France by the Autorité de Contrôle Prudentiel et de Résolution, and is deemed authorised and regulated by the Financial Conduct Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

The company is registered in England (AXA France IARD S.A. Branch – UK branch registration number: BR020493) with its registered address at Building 7, Chiswick Park, 566 Chiswick High Road, London, W4 5YG. The head office of the company is located at 313 Terrasses de l'Arche, 92727 Nanterre Cedex, France. The company is a Société Anonyme incorporated under the laws of France and has a share capital of Euro 214,799,030.

All insurance documents and all communications with **you** about this policy will be in English.

Please contact the **administrator** via the methods listed on pages 1 and 3 of this Policy Document if **you** need any documents to be made available in braille and/or large print and/or in audio format.

Section 2 - Important information

IT IS IMPORTANT THAT:

- **You** check **your Policy Schedule** to ensure the details you have given **us** are accurate and correctly recorded, and that the cover is as **you** requested;
- **You** check that **you** are eligible for this insurance (see "Eligibility" below);
- **You** notify **your administrator** as soon as possible of any inaccuracies on **your Policy Schedule**, or if **you** are not or no longer eligible for the insurance.

Failure to correct information which is incorrect may result in **your** claims being declined and/or the policy being considered invalid, so it is important that **you** check **your** documents; and

- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

Eligibility

1. About You

You will be eligible for this insurance cover if **you**:

- a) have a **finance agreement** taken out in **your** name to finance the hire or purchase of the **vehicle**, not exceeding 60 months in duration. This may also be an extension of an original finance agreement which was due to expire, if you have been required to extend it for any reason and agreed it with the **lender**; and
- b) hold a fully comprehensive **motor insurance policy** for the **vehicle** in **your** name (or in the name of a designated authorised driver), and will continue to hold one at all times throughout the cover period (Note: Motor trade insurance policies of any kind are not valid); and

- c) purchase this policy within 180 days of **your vehicle** being delivered to **you** or **your finance agreement** (or original finance agreement extension) commencing, whichever comes earlier;
- d) holds a valid, current full driving licence.

2. Vehicle:

This Insurance is available for passenger cars:

- a) up to 3,500kg in gross weight,
- b) with less than 100,000 miles on the odometer at the **start date** of the policy,
- c) that are registered within the **geographical limits** as shown on the **Policy schedule**,
- d) that are used for social, domestic & pleasure purposes and/or business use, and
- e) with a valid road fund licence (vehicle tax).

This Insurance does not cover **vehicles** that:

- a) are over 10 years of age or with more than 100,000 miles;
- b) has a **market value** of more than £75,000 at the **start date** of the policy;
- c) has a **market value** of less than £3,000 at the **start date** of the policy;
- d) have been previously recorded as an insurance **total loss** on the total loss register;
- e) are designed to carry more than 8 people including the driver;
- f) are classified as non-passenger cars, motor caravans, caravans, kit cars or replica cars;
- g) emergency service vehicles;
- h) motorcycles and invalid carriers;
- i) are not listed in the **Glass's guide**;
- j) are used for hire or reward;
- k) have been fitted with non-manufacturer specified modifications including but not limited to, engine modifications, uprated brakes, roll cages and/or steering column extension;
- l) are used for racing, pace making, speed testing, reliability trials, rallying or any other competitive event;
- m) that are an imported vehicle, unless it was:
 - i. manufactured as a right hand drive, and
 - ii. purchased from an authorised distributor in the other country (and not imported directly).

We will not provide any cover if **you** do not meet these eligibility requirements.

Please contact the **administrator** via the methods listed on pages 1 and 3 of this Policy Document as soon as possible if **you** are not eligible for this insurance, if a change in circumstances means that **you** no longer meet these eligibility requirements, or if **you** have any queries.

Transferring your policy

Under certain circumstances, as specified below, **we** and the **administrator** may accept a request to transfer **your** policy to another **vehicle** or person.

To request a policy transfer, please contact the **administrator** via the methods outlined on page 1 or 3 of this Policy Document.

There is no fee payable for requesting this service.

If you change your vehicle

If **you** change **your vehicle**, **you** may transfer the remaining **period of insurance** to a replacement **vehicle** provided **you** continue to meet the eligibility requirements. If this is the case, **you** must notify the

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administrator so that **we** may assess and, if suitable, accept the transfer and request any adjustment in **premium** if required.

A new **Policy Schedule** will be issued confirming details of the replacement **vehicle** and the new insurance cover. Where the replacement **vehicle** is deemed to be of a higher risk, a further additional premium may be required. The **administrator** will confirm any change to the **premium** when **you** contact them. Continuation of cover will only apply from the **start date** shown on the new **Policy Schedule**.

If you extend your original finance agreement

Should **you** be required for whatever reason to extend the **finance agreement you** were covered for under this policy, please let **us** know and **we** will agree to extend the duration of **your** policy, on receipt of the appropriate premium, to match the extension on the **finance agreement**. **We** will issue a new Policy Schedule to reflect **your** extended **period of insurance**.

In case of death

In the event of **your** death within the term of this policy, the remaining benefit of this insurance may be transferred to **your** spouse or partner.

You cannot assign this policy to anyone else and the policy will end on the date **you** assign **your vehicle** lease to another party.

Other changes in your circumstances or details

You must tell **us** as soon as reasonably possible about any changes to **your** circumstances such as:

- a change of address;
- a change of name (for example, by marriage);
- if **you** change the way that **you** use **your vehicle** (for example, **you** start using it for business purposes);
- if **you** make any modifications to **your vehicle**; or
- if **you** change **your vehicle** registration plate.

This is not a full list and **you** should contact the **administrator** if **you** are unsure if **you** should tell **us** about a change in circumstances.

Section 3 - Cancellation of the policy

Your cancellation rights

You have the right to cancel this policy at any time during the **period of insurance**.

Cancellation within 30 days

If **you** cancel **your** policy within 30 days of the policy **start date** or of receipt of the policy documentation (whichever is later) **we** will refund any **premiums you** have paid in full, provided **you** have not made a claim. If **you** have made a claim within this 30-day period, then the value of the claim will be deducted from **your** refund. Should the claim value exceed the premium paid, then no refund will be payable to **you**.

Cancellation after 30 days

You can also cancel **your** policy at any other time and providing that no claim has been made, **you** are entitled to receive a pro-rata refund of **your premium** based on the number of full remaining days of the original **period of insurance**.

If **you** made a claim on **your** policy, there will be no refund of **premium**. Where **you** have chosen to purchase this policy using the deferred payment option, **we** will deduct any outstanding **premium** due from the calculated refund value and should this reduce the balance to zero, then no refund will be payable to **you**.

To cancel **your** policy please contact the **administrator** whose contact details are shown on pages 1 and 3 of this Policy Document.

We will calculate **your** refund from the date **we** receive **your** instruction to cancel.

Please note: After receipt of **your** instruction to cancel, no further claims will be considered for any incident which may result in a valid claim, whether notified to **us** or not, at the time of **us** receiving **your** cancellation instructions.

The Insurers' cancellation rights

We reserve the right to cancel **your** policy by providing 90 days' prior written notice by registered post to **your** last known address as listed on **your Policy Schedule**. If **we** cancel **your** policy, **we** will retain part of **your premium** for the months **you** were covered for up to the point when **we** initiated the cancellation, and will refund the balance for all remaining full months of the **period of insurance** calculated.

Continued non-payment of policy premiums may result in the policy being cancelled.

Section 4 - Definitions

Whenever the following words or expressions appear in **bold** in this Policy Document, they always have the meaning given below.

Administrator

ALA IB Limited, Unit 3, Park Farm Courtyard, Easthorpe, Malton, YO17 6QX.
Telephone: 01653 916304 Email: info@ala.co.uk

Please note that calls are monitored and recorded for training and security purposes.

Claims office

AXA Partners CLP, with a registered address at Unit 1, 2nd Floor, Building 7 Chiswick Park, 566 Chiswick High Road, London W4 5YG.
Telephone: 02034 674568
Email: clp.uk.info@partners.axa

Date of loss

The date of the incident that **your vehicle** was involved in, which gave rise to a **total loss** claim for which **you** have received a **motor insurance policy settlement**.

Finance agreement

The original hire, lease or credit agreement taken out between **you** and the **lender** for the use of the **vehicle**, up to 60 months (5 years) in duration. If taking out a policy to cover an extension to a pre-existing agreement (for any reason) which was not covered with **us** before, this is the extension agreement between **you** and the **lender** for continued use of the **vehicle**, also up to the maximum duration. If **you** extend a pre-existing **finance agreement** which was already covered with **us**, this definition will continue to refer to the original agreement, and **we** will agree to extend the duration beyond the 5 year period if necessary, on receipt of the appropriate premium.

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Geographical limits

The area in which this Insurance is effective, this being Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Cover also applies to member countries of the European Economic Community and any other country for which an International Motor Insurance Green Card is effective on **your vehicle**, at the **date of loss**, for up to 90 days per **period of insurance**.

Glass's guide

An independent vehicle value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing values relating to vehicles. Their retail transacted value is based on the typical sale price achieved by a retail dealer.

Insured/You/Your

A private individual/company that fulfils the eligibility requirements under 'Eligibility' in this Policy Document and whose name appears as the insured person on the **Policy Schedule**.

Insurer/We/Our/Us

AXA France IARD S.A. (Financial Conduct Authority registration number 203184), who underwrite this policy. AXA France IARD S.A. is authorised and regulated in France by the Autorité de Contrôle Prudentiel et de Résolution and is deemed authorised and regulated by the Financial Conduct Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. The company is registered in England (AXA France IARD S.A. Branch – UK branch registration number: BR020493) with its registered address at Building 7, Chiswick Park, 566 Chiswick High Road, London, W4 5YG. The head office of the company is located at 313 Terrasses de l'Arche, 92727 Nanterre Cedex, France. The company is a Société Anonyme incorporated under the laws of France and has a share capital of Euro 214,799,030.

Lender

The finance company that is named in **your vehicle finance agreement**.

Market value

The retail value of the **vehicle** shown in the current **Glass's guide** or other similar industry approved retail value guide.

Motor Insurance Policy

A comprehensive motor insurance policy; issued by an insurer that is authorised in the United Kingdom; which covers **your vehicle** in respect of damage, fire and theft and is valid throughout the **period of insurance**.

Motor Insurance Policy Settlement

The amount paid following a **total loss** claim (before the deduction of any applicable excess and other fees) by either:

- a) **your motor insurance policy**, or
- b) a third party's motor insurance.

Negative Equity

When purchasing a new **vehicle**, this is the amount by which the amount **you** owe on the **finance agreement** exceeds the manufacturer's published retail list price for the **vehicle**, or in the case of a used **vehicle** the amount by which it exceeds the **vehicle's** retail **market value**.

Illustrative Example

Negative equity is most likely to be added to a **finance agreement** when part-exchanging or swapping a previous vehicle for a new one. For example, if on **your** previous vehicle **your** outstanding finance balance was £10,000, but when returning the vehicle the valuation is £9,000, **you** have **negative equity** of £1,000. Financing a new vehicle, this **negative equity** is added to the amount **you** will owe for the new vehicle – for example if that new vehicle costs £20,000, **your** agreement will be for £21,000. This GAP policy will not cover the £1,000 **negative equity**.

Outstanding balance

The amount required by **your lender** at the point of the **total loss** to settle the element of **your finance agreement** (excluding any excess mileage charges) that relates to the **purchase price**.

This sum will include any rebate or interest charge reductions for early settlement, less any arrears and/or interest on arrears, less any amount financed above the **purchase price** or any amount in respect of refinancing or extending the finance on **your vehicle** after the start of the **period of insurance**.

Period of insurance

The **period of insurance** detailed on the **Policy Schedule** and for which a **premium** has been paid.

Policy schedule

The document issued to **you** with this Policy Document containing **your** personal information, details of **your vehicle** and other specific details of **your** insurance cover.

Premium

The amount of money that **you** have agreed to pay **us** to receive insurance cover under this policy.

Purchase price

The price paid by **you** or the finance company under **your finance agreement** for **your vehicle** (including all factory fitted accessories) after any discount given.

The **purchase price** does NOT include the cost of road fund licence (i.e. vehicle tax), new vehicle registration fees, fuel, paintwork and/or upholstery protection kits, service plans, insurance premiums (including the **premium** for this policy), warranty product premiums, dealer fitted accessories, any finance arrears and any such associated costs and any **negative equity**.

Start date

The date the insurance cover commences as shown on **your Policy Schedule**.

Terrorism

An act including, but not limited to, the use or threat of force and / or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Total loss

An amount of money **you** receive from a motor insurer in settlement of a claim, as a result of that motor insurer declaring that **your vehicle**

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is beyond economical repair following fire, theft or damage sustained as a result of an accident, malicious damage, flood or other act of nature.

Vehicle

The eligible **vehicle** specified on **your Policy Schedule** only, which fulfils the eligibility criteria specified in this Policy Document under 'Eligibility'.

War

Means:

- war, invasion, acts of foreign enemies, hostilities (whether **war** be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- any act of **terrorism**, or
- any act of war or **terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

Section 5 - What is covered

In the event of **your vehicle** being declared a **total loss** within the **geographical limits**, this Insurance will pay:

- any financial shortfall that exists between the **motor insurance policy settlement** and the **outstanding balance** at the point of the **total loss**; and
- up to £250 towards the excess deducted from the **motor insurance policy settlement** by **your** provider, unless it can be recovered from a third party or any other insurance policy **you** may hold which specifically covers insurance excess.

In addition, if **you** have purchased and paid for 'Initial Deposit Cover' and paid an additional **premium**, and this is shown in the **Policy Schedule**, this insurance will:

- refund the upfront deposit **you** paid for **your vehicle** at the start of the **finance agreement**, up to the limit shown on **your Policy Schedule**.

Illustrative Example

- Following **your vehicle** being declared a **total loss**, **you** receive a **motor insurance policy settlement** of £14,000, which is the valuation of £14,500 for **your vehicle** less the applicable excess of £500.
- Your outstanding balance** to settle the **finance agreement** on **your vehicle** lease is £18,000.

This policy will therefore pay as follows:

(Outstanding balance – motor insurance policy settlement before excess and fees + first £250 excess refund) = £18,000 - £14,500 + £250 = £3,750, therefore closing the financial shortfall and allowing you to settle the outstanding balance.

The maximum amount **we** will pay in any case is restricted to the claim limit shown in the **Policy Schedule**. If the difference between the **motor insurance policy settlement** and **outstanding balance** is greater than **your** policy claim limit, **you** will be responsible for settling the difference.

Important Note:

This policy will end on payment of a valid claim. If **you** replace **your vehicle** with a new one, **you** should take out a new GAP insurance policy if **you** wish to have similar coverage on the new vehicle.

Section 6 - What is not covered

- Any claim relating to a **total loss** that is not subject to a claim under the relevant sections of, or not covered by, **your motor insurance policy**.
- Any benefit if **you** and/or **your vehicle** do not meet the eligibility requirements for this policy (as detailed in "Section 2 - Important information" on page 2 of this Policy Document).
- Any claim relating to:
 - negative equity**,
 - outstanding **premium** on this or another insurance policy,
 - a claims excess amount above £250 that is deducted by **your** motor insurer,
 - a claims excess that is recoverable from a third party or other source.
- Any claim where **your vehicle** is not insured under a comprehensive **motor insurance policy**.
- Any claim relating to:
 - any arrears or any finance carried over from a previous **finance agreement**,
 - the cost of fuel,
 - surrenderable road fund licence,
 - any additional costs other than the **vehicle purchase price**, unless specifically stated as covered by this policy. This includes, but is not limited to, administration charges, option to purchase charges, late payment charges and arrears on the **finance agreement** for **your vehicle**.
- Any claim where **you** have declined an offer to repair **your vehicle** and asked for the claim to be dealt with on a **total loss** basis.
- Any claim where the **total loss** occurs:
 - outside the **geographical area**, and/or
 - outside the **period of insurance**;
- Any claim (except for theft claims) where the **total loss** is caused by an accident when the driver of **your vehicle**:
 - is found to be over the legal limit for alcohol in the country in which the accident occurs; or
 - is unfit to drive through alcohol, or
 - is found to be driving illegally or without a valid driving license for the **vehicle**, or
 - is unfit to drive through the use of drugs:
 - not prescribed by a registered medical practitioner, or
 - prescribed by a registered medical practitioner, in respect of which, a warning against driving is given.
- Any claim if the **total loss** was the result of a theft when **your vehicle** was left unoccupied (that is, nobody is inside it) and is left unlocked, with the windows or roof open or with the keys inside or on it.
- Any claim if **you** already have a more specific insurance covering a **total loss** event. If **you** hold another insurance policy or warranty which partially overlaps with coverage under this policy, **we** may only contribute partially and seek to recover part of the payment from the other insurer(s), as detailed in Section 8 of this Policy Document.
- Any claim where the **total loss** occurred due to any intentional act or wilful neglect by **you** or the driver of the **vehicle**.
- Any claim relating to an extension of the original **finance agreement** if we were not made aware of this and agreed to extend your policy accordingly.
- Any claim arising directly or indirectly from:

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- a) war or acts of terrorism;
- b) pollution or radioactive contamination;
- c) nuclear risks.

Section 7 - General conditions

1. **Your vehicle** must be insured by a **motor insurance policy** for its full **market value**.
2. If the motor insurer reduces the amount it pays under **your motor insurance policy** because of any negligence on **your** part which contributed to the **total loss** incident, or due to the condition of the **vehicle**, **we** will reduce the amount **we** pay under this policy by the same percentage or amount.
3. **You** have a duty of care to mitigate any loss following an incident. **You** must take all reasonable steps to safeguard **your vehicle** in the event of damage, and must not continue to drive the **vehicle** after any damage or incident if this could cause further damage to the **vehicle**.
4. **You** must notify **us**, as soon as reasonably possible, of any of the following changes to **your** details and circumstances, as these may affect the validity of **your** insurance policy:
 - a) a change of address, or legal name, or
 - b) a change of vehicle registration, or
 - c) a change of use or ownership of the **vehicle**.

We will advise **you** of any changes in terms of **your** policy when **you** notify **us** of these changes, including advising on any action **you** may need to take.
5. For this insurance to become effective:
 - a) **your** motor insurer must declare **your vehicle** a **total loss**,
 - b) **you** must have received a **motor insurance policy settlement** in settlement of **your** claim, and
 - c) the **vehicle** must be forfeited by **you**.
6. In the event of a **total loss**, **you** must contact the **claims office** within 120 days (4 months) of **you** receiving **motor insurance policy settlement** offer.
7. Failure to pay any **premium** instalment will result in the immediate suspension of this insurance and may result in cancellation. In the event of a valid claim, **we** will deduct any outstanding **premium** from **our** settlement of **your** claim.

Section 8 - Making a claim

In order to benefit from cover under **your** policy and make a claim, **you** must take care to understand and comply with all the following conditions and instructions. If **you** do not meet these in full, **we** may not pay **your** claim in full, refuse to deal with **your** claim or decline **your** claim altogether.

Who to contact

You must log **your** claim as soon as reasonably possible.

To make a claim, call the **claims office** on **02034 674568**. Lines are open Monday to Friday between 9am-5pm.

Please note that calls are monitored and recorded for training and security purposes.

Alternatively, **you** can:

Email: clp.uk.info@partners.axa, or

Write to AXA Partners CLP, Unit 1, 2nd Floor, Building 7 Chiswick Park, 566 Chiswick High Road, London W4 5YG.

To help **us** assess and authorise **your** claim, **you** must provide the following information when contacting **our claims office**:

- **your** policy number and **vehicle** details;
- the exact mileage of **your vehicle** at the time of **total loss**;
- the cause of the **total loss**; and
- the **outstanding balance** on **your finance agreement**.

Things you must do

You must comply with the following conditions. If **you** fail to do so, **we** may decline, reduce the paid amount on or refuse to deal with **your** claim in the event of a **total loss**, or may cancel this policy as deemed necessary at **our** discretion.

You must notify the **claims office** of any possible claim under this policy as soon as possible after it becomes clear that **you** will be receiving a **motor insurance policy settlement** for the **total loss** of **your vehicle**.

In any event, **you** should notify the **claims office** no more than 120 days (4 months) after the date of the incident resulting in the **total loss**.

- **You** must complete a claim form (in full) as provided by **our claims office**, and provide at **your** own expense any information and assistance which the **claims office** may require in establishing the amount of any **motor insurance policy settlement**.
- **You** will need to provide supporting documents, to the satisfaction of **our claims office**, which include:
 - proof of the **motor insurance policy settlement** that **you** have received for **your vehicle** (including the calculation of this settlement);
 - details of the cause of the **total loss**;
 - a valid crime reference number, obtained from the Police (malicious damage or theft claims only);
 - evidence of the **outstanding balance**, remaining term, interest charges and any reduction available for early redemption; and
 - any other relevant documents requested by the **claims office**.

If **you** do not report **your** claim as soon as possible and in any case within 120 days of the date of the incident resulting in the **total loss** of **your vehicle**, **your** claim may not be paid or may not be paid in full.

At **our** discretion, **we** may consider accepting **your** claim after 120 days if **you** provide an explanation for the delay which **we** consider to be reasonable.

We will not be held responsible for any costs incurred due to a delay in acquiring or submitting details.

Should **we** decline any part of **your** claim, **you** may request details of **our** rationale in writing, by contacting the **claims office**.

Other insurance

If, at the time of a valid claim under this policy, there is another insurance policy or warranty in force which covers **you** for the same

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loss or expense, **we** may seek a recovery of some or all of **our** costs from the other insurer(s). **You** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries. If the other insurance policy or warranty more specifically covers the **total loss of your vehicle**, **we** may decline all liability under this policy and the other policy or warranty shall prevail.

Subrogation (Transfer of rights)

We may, at **our** discretion, take any steps at **our** cost in **your** name against any person or entity to recover any money paid in settlement of **your** claim. If appropriate, **we** may also take over negotiations with the **motor insurance policy** provider or third party's insurance provider in respect of **your total loss** settlement. **You** must give **us** all assistance that is necessary as requested by **our claims office** or any of **our** other employees or agents.

Salvage

We accept no liability for the disposal of **your vehicle**, or any of its parts, in any event.

Use of an engineer

When notified of a claim under **your** policy, or following receipt of the loss estimate, the **claims office** reserves the right to instruct an engineer to inspect **your vehicle** before authorising any claim.

When **we** exercise this right, **we** shall have no liability for any loss incurred by **you** arising from any possible delay. **We** shall withhold any decision on liability until the engineer's report is received.

Fraud

You must not act in a fraudulent manner. If **you**, or anyone acting for **you**:

- make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect, or
- make a statement in support of a claim, knowing the statement to be false in any respect, or
- submit a document in support of a claim, knowing the document to be forged or false in any respect, or
- make a claim in respect of any loss or damage caused by **your** wilful act, or with **your** collusion,

then **we** will:

- not pay the claim, or pay any other claim which has been made or will be made under the policy, and
- declare the policy void, and
- be entitled to recover from **you** the amount of any claim already paid under the policy, and
- not return any **premium you** may have paid, and
- may inform the Police of the circumstances.

Section 9 - How to make a complaint

We aim to provide the highest standard of service to every customer, however **we** know things can go wrong, and if **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously and investigated thoroughly to ensure **you** get the best outcomes possible.

Who do I contact to register my complaint?

1. Does your complaint relate to a claim?

Please contact the **claims office**:

- in writing: AXA Partners CLP, Unit 1, 2nd Floor, Building 7 Chiswick Park, 566 Chiswick High Road, London W4 5YG.
- by telephone: 02034 674568
- by email: clp.uk.info@partners.axa

2. Does your complaint relate to the sale of your policy, a change to your policy or a policy query?

Please contact the **administrator**:

- in writing: ALA IB Limited, Unit 3 Park Farm Courtyard, Easthorpe, Malton, YO17 6QX.
- by telephone: 01653 916304
- by email: info@ala.co.uk.

Please note that calls are monitored and recorded for training and security purposes.

When contacting the **administrator** or the **claims office**, please make sure **you** provide the following information to be able to receive a faster response:

- **your** name, address and post code, telephone number and e-mail address (if **you** have one),
- **your** policy and/or claim number, and the type of policy **you** hold, and
- the reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material as **you** deem appropriate.

If you remain dissatisfied

Should **we** be unable to reach an agreement or **you** remain unsatisfied following **our** final response, **you** have the right to refer **your** case and appeal to the Financial Ombudsman Service (FOS), an independent body that arbitrates complaints on general insurance matters. Referring **your** complaint to the FOS does not affect **your** legal rights in relation to this policy or **your** right to take legal action.

If **you** wish to do so, **you must** refer **your** complaint within six months from the date of **our** final response.

You may contact the FOS by writing to:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR.

Alternatively, **you** may phone them on **0800 023 4567** (Monday to Friday 8am to 5pm, and Saturday 9am to 1pm) or email them at complaint.info@financial-ombudsman.org.uk.

Our Promise to You

We will always:

- Acknowledge all complaints promptly,
- Investigate quickly and thoroughly,
- Keep **you** informed of progress, and

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- Do everything possible to resolve **your** complaint, and will also
- Use information from complaints to continuously improve **our** service.

Section 10 - Other information

Financial Services Compensation Scheme

We are a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that **we** cannot meet **our** obligations to **you**. Further information about the compensation scheme arrangements is available on the FSCS website at: www.fscs.org.uk.

Data protection notice

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law.

We collect and process **your** details as necessary for performance of **our** contract with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- use of sensitive information, in order to provide the services described in this policy. By using **our** services, **you** consent to **us** using such information for these purposes;
- disclosure of information about **you** and **your** insurance cover to companies within the AXA Group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- monitoring and/or recording of **your** telephone calls in relation to cover, for the purposes of record-keeping, training and quality control;
- obtaining and storing any relevant and appropriate photographic or other evidence of the condition of **your vehicle** which is the subject of a claim, for the purpose of providing services under this policy and validating **your** claim; and
- sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We carry out these activities within the **UK** and both within and outside of the European Economic Area, in relation to which processing the data protection laws and/or agreements **we** have entered into with the receiving parties provide a similar level of protection of personal data.

By being provided with or purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, both as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** data privacy notice (see below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data. Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by AXA Partners CLP, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer
AXA Partners CLP
Unit 1, 2nd Floor,
Building 7 Chiswick Park,
566 Chiswick High Road,
London
W4 5YG

Alternatively, a hard copy is available from **us** on request.

If **you** require details of the **administrator's** privacy policy, this can be found online <https://www.ala.co.uk/privacy-policy>.

Law and jurisdiction

This policy is governed by the laws of England and Wales and by purchasing this policy **you** agree to be solely bound by these.