











## Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act. For *your* information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her. However the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see [www.legislation.gov.uk](http://www.legislation.gov.uk) or contact the Citizens Advice Bureau.

## Definitions

**“Administrator and Claims”** means AMS Insurance Services Limited, 52 Heyford Park House, Upper Heyford, Oxfordshire OX25 5HD. Telephone 01868 232 563. This insurance is administered by AMS Insurance Services Limited on behalf of the underwriters. AMS is authorised and regulated by the Financial Conduct Authority No. 310422. Please read this certificate and the above *schedule* carefully to check that the cover meets *your* needs. Keep the certificate and *schedule* in a safe place so *you* can read it again if *you* need to.

**“Cover end date”** means the earliest of:

1. the date *you* sell or transfer the *motor vehicle*;
2. the date benefit is paid under this insurance;
3. the date on which *you* cease to have a *motor insurance policy* in place covering the *motor vehicle*;
4. the date this certificate terminates as stated on the *schedule*.

**“Cover period”** means the period from the *cover start date* to the *cover end date*.

**“Cover start date”** means the date on which *you* pay the insurance premium or the date given on *your schedule*, whichever is later.

**“Finance agreement”** means the original hire purchase, personal contract purchase or loan or credit agreement between *you* and the *lender* for the purchase and/or use of the *motor vehicle*.

**“Insurance settlement”** means the payment amount *you* receive under *your motor insurance policy* following the *total loss* of the *motor vehicle*.

**“Insured person”** means the person named in the *schedule*.

**“Lender”** means the finance company that is named in any *finance agreement*.

**“Motor insurance policy”** means a standard form of comprehensive motor vehicle insurance policy with a motor insurer registered in the United Kingdom and issued to *you* and in force on the *motor vehicle*.

**“Motor vehicle”** means the commercial vehicle up to 3500kg GVW identified in the *schedule* that is made for private or business use on the public highway.

**“Negative equity”** means the situation where the *original purchase price* of the *motor vehicle* financed by the *finance agreement* is above the manufacturer's published retail list price at time of purchase or its retail market value if a used vehicle.

**“Original purchase price”** means the price paid by *you* for the *motor vehicle* or a maximum of 110% of the market value of the vehicle as defined by Glass's Guide Retail at time of purchase, whichever is the lesser (including all factory fitted accessories) and after any discount given, but does not include the cost of dealer fitted accessories, road fund licence, new vehicle registration fee, fuel, paintwork and/or upholstery protection kits, insurance premiums (including the premium for this policy), warranty premiums, any finance arrears or any such associated costs and any *negative equity* transferred from a previous finance agreement.

**“Outstanding balance”** means the amount the *lender* calculates *you* must pay to settle the *finance agreement* less any arrears and interest on arrears, and less the repayment of any amount other than the purchase price of the *motor vehicle*.

**“Premium”** means the monies *you* have paid to *your Agent* for this Policy, which includes the Insurer's charge for the risk insured and their associated costs to which they are entitled and any sum due to *your agent* and retainable by them for facilitating the provision of cover to *you*.

**“Schedule”** means the document included within this policy confirming *your* details, the vehicle details and the level of cover *you* have selected.

**“Shortfall”** means the difference between the *insurance settlement* at the date which payment is made by *your insurer* under *your motor insurance policy* and;

1. the *original purchase price* of the *motor vehicle*
- or;
2. the *outstanding balance* owed to settle *your finance agreement*, whichever is the greater.

**“Total loss”** means the actual or constructive total loss (as a result of theft or material damage to the *motor vehicle*) resulting in a payment under *your motor insurance policy*.

**“We”, “us” or “our”** means Financial & Legal Insurance Company Limited.

**“You” or “your”** means the *insured person* named on the *schedule*, who is also the registered keeper of the *motor vehicle*, the policyholder named in the *motor insurance policy* and the borrower named in any *finance agreement*.