ALA Insurance

AGREED VALUE

GAP INSURANCE

POLICY WORDING

Please keep this document together with your Policy Schedule.

Welcome to **Your** Agreed Value GAP Insurance.

Some words and phrases are in bold type. These have a particular meaning that **You** can find in the Definitions section at the end of this document.

UNDERSTANDING YOUR POLICY

This **Policy** wording contains details of the insurance cover **You** have bought, what is not covered, the terms and conditions of the cover and how to make a cancellation, claim or complaint.

You also have a **Policy Schedule**. This shows the details that are specific to **Your Policy** – for example:

- **Your** details
- the premium **You** have to pay
- details of the **Vehicle** the **Policy** is for
- when **Your** cover starts and ends
- the **Claim Limit**.

Please:

- check that the information in the **Policy Schedule** is correct and that the **Policy** is right for **You**. If anything is not right, please contact **Us**.
- read these documents carefully – if **You** have any questions, please contact **Us**. If **You** do not keep to the terms and conditions, **We** may not be able to pay any claim that **You** make.

This **Policy** document and the **Policy Schedule** make up **Your** contract of insurance with AmTrust Specialty Limited. Please keep these documents in a place where **You** can easily find them if **You** need to. As long as **You** pay the premium, **We** will give **You** the cover set out in the contract.

If **You** need this document in a different format, for example Braille or audio, please tell **Us**.

IMPORTANT INFORMATION

If the Policy is for You as a private individual:

You must give Us the information We ask for

When **We** consider an application for a **Policy**, **We** rely on the information provided. **You** must take reasonable care to give full and accurate answers to the questions **We** ask when **You** buy a **Policy** or make changes to it. If **You** do not give full and accurate answers, this may affect **Your** cover. For example, the law may allow **Us** to:

- cancel the **Policy** from the date it started and refuse to pay any claim, or
- not pay a claim in full.

We will write to **You** if **We**:

- plan to cancel the **Policy**, or
- need to change the **Policy** terms, or
- need **You** to pay more for the **Policy**.

If **You** realise that **You** have given answers that are not full or accurate, **You** must tell **Us**.

If the Policy is for a partnership, a sole trader, a limited company or other legal person:

The information We need to know

We need to understand the risk that **We** are going to insure. By law the person buying the **Policy** has to do what they can to help **Us** assess that risk. They need to do this before the **Policy** starts, at each renewal and when they make any changes.

This means they must:

- tell **Us** all material facts which they know or should know.
- tell **Us** in a way that is clear and easy to understand.
- be honest and make sure that what they tell **Us** is correct.

ELIGIBILITY

You will be eligible for this **Policy** if **You** own a car or light commercial **Vehicle** (LCV) with a gross vehicle weight (GVW) of 3,500 kg or less, which is listed in **Glass's Guide** and, if 3 years old or older, has a valid MOT certificate, and:

- **You** live in the United Kingdom, the Isle of Man or the Channel Islands.
- the **Vehicle** is less than 10 years old at the start of this **Policy**;
- the **Vehicle** has fewer than 100,000 recorded miles when **You** purchase this **Policy**;
- the **Insured Value** of the **Vehicle** at the **Cover Start Date** is less than £125,000;
- the **Vehicle** is insured under a comprehensive **Motor Insurance Policy** with **You** as the policyholder or a named driver.

Please note: there is no requirement to purchase this **Policy** within a specified period after buying or taking delivery of the **Vehicle**.

WHAT IS COVERED

If the **Vehicle** is declared a **Total Loss**, **We** will pay the difference between the amount paid by the **Motor Insurer** and the **Insured Value** at the **Cover Start Date**, subject to the **Claim Limit** shown on **Your Policy Schedule**. **We** will also pay up to £500 of any excess deducted under **Your Motor Insurance Policy**. Where **We** accept a valid claim, the minimum amount payable will be £150, even where the **Motor Insurer**'s settlement equals or exceeds the **Insured Value** and no Agreed Value GAP shortfall would otherwise be payable.

Only one claim may be made under this **Policy**. Cover will end when a claim is paid and cannot be transferred to another **Vehicle**.

ALA Insurance

WHAT IS NOT COVERED

We will not pay any claim for:

- Vehicles:
    - that are 10 years old or older at the start of this **Policy**;
    - that have 100,000 or more recorded miles when **You** purchase this **Policy**;
    - with an **Insured Value** at the **Cover Start Date** of £125,000 or more;
    - which is not listed in **Glass's Guide**; or, if 3 years old or older, does not have a valid MOT certificate;
    - which have been modified in any way from the manufacturer's specification where such modification:
        - increases the insurance group applicable to the **Vehicle** and/or
        - decreases the value of the **Vehicle**
    - which are owned temporarily or otherwise by a business formed for the purposes of selling or servicing motor vehicles
    - that exceed 3,500 kg gross vehicle weight;
    - that are not covered by a comprehensive **Motor Insurance Policy**;
    - which have been repossessed by the **Finance Company**
    - that are not declared a **Total Loss** by **Your Motor Insurer**;
    - of the following makes: Bugatti, Hummer, Honda NSX, Lamborghini, Lotus, Maserati, Maybach, Marcos or Noble. **We** also exclude vans above 3,500 kg GVW, kit cars, grey imports, any American make unless manufactured as right-hand drive for the UK market, any **Vehicle** not listed in **Glass's Guide**, emergency vehicles, taxis, driving-school vehicles, buses, invalid carriers, Vehicles modified other than in accordance with the manufacturer's specifications and any make not built principally for sale in the UK.
    - which have been used:
        - for racing, pace making, speed testing, reliability trials or any off-road use, or any competitive event
        - for the carriage of goods or passengers for hire or reward, use of the **Vehicle** as a taxi, as part of a driving school, for couriering or for self-drive hire
- Any **Total Loss**:
    - where the **Total Loss** occurred before the **Policy** start date;
    - where the driver does not hold a valid driving licence
    - which is not subject of a **Total Loss** claim against a **Motor Insurance Policy**
    - where **Your** claim is being processed by a Third-Party claims management company
    - arising directly or indirectly from any wilful, unlawful or negligent act or omission by **You** or the driver of the **Vehicle**;

  - caused by an accident where the driver of the **Vehicle** was under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or prescribed drugs where a warning against driving had been given;
  - arising from the theft of the **Vehicle** by any person having access to the keys of the **Vehicle** unless taken by force or violence
  - resulting from pollution or contamination
  - caused by, or resulting from, riot, attending a strike, civil commotion and malicious damage
- This **Policy** does not cover additional charges such as arrears, late payment charges, excess mileage charges
- Loss of use of the insured **Vehicle**
- Consequential Loss, meaning costs and losses **You** may suffer as a result of **Your** claim, such as additional transportation costs.
- Any claim caused by:
  - earthquake
  - war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power confiscation, or nationalisation
  - riot or civil commotion outside the UK, the Isle of Man, and the Channel Islands
- Loss or destruction of, or damage to, any property or any loss or expense resulting, or arising from, the loss or destruction of, or damage to, any property
- Any legal liability directly or indirectly caused by, or contributed to by, or arising from ionising radiations or contamination by radioactivity from the combustion of nuclear fuel
- For damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed
- For liability, which is incurred as a result of any other agreement
- For any loss, damage, liability or expense, directly or indirectly caused by or contributed to, or arising from one single event where the use or operation of any system, software, malicious code, virus, process or any other electronic system, intended to inflict harm, impacts **Your Vehicle** and other vehicles simultaneously.
- Any claim if paying said claim would expose **Us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CANCELLATION

Cancellation by You

If **You** have made a claim, **You** will not get a refund.

You may cancel the **Policy** at any time by contacting:

ALA Insurance Brokers

Unit 3

Park Farm Courtyard

Easthorpe

Malton

YO17 6QX

Tel: 01653 916 304

Email: info@ala.co.uk

If **You** cancel within the first 30 days, which is the cooling-off period, **You** will receive a full refund of the premium provided that no claim has been made.

If **You** cancel the **Policy** after 30 days, provided that no claim has been made, any unused premium will be calculated on a daily pro-rata basis and refunded without the deduction of a cancellation or administration fee.

If **You** used a premium financing agreement to pay the premium, any refund following cancellation will be used to settle any amount outstanding under the premium financing agreement. Any amount remaining will then be paid to **You**.

Cancellation by Us

The **Policy** will end automatically:

- if **You** do not pay the premium or
- if **You** commit fraud or
- there is a change to **Your** circumstances which means that **We** can no longer cover **You**, or
- **You** display threatening or abusive behaviour.

TERMINATION

This **Policy** will end automatically:

- when the **Period of Insurance** ends,
- if the **Vehicle** is repossessed by, or returned to, the finance or lease company because of non-payment or the end of the agreement, on the date of repossession, return or termination of the agreement;
- when a claim is paid under this **Policy**,
- when **You** no longer own the **Vehicle**;

whichever happens first.

FRAUDULENT CLAIMS OR MISLEADING INFORMATION

If **You** (or anyone acting for **You**) make a claim that is fraudulent, exaggerated on purpose or trying to mislead **Us**, **We**:

- do not have to pay the claim.
- can recover (from **You**) any payments **We** have already made for that claim.
- can cancel the **Policy** from the time of the fraud.
- can tell the Police of the fraud.

If **We** cancel the **Policy**, **We** will not pay claims for any incident that happens after that. **We** do not have to return any premium **We** have received.

MAKING A CLAIM

- **You** must notify the **Claims Handler** of **Your** claim within 120 days of the **Vehicle** being declared a **Total Loss**. **We** may extend this period where **You** provide a reasonable explanation for the delay, provided that the delay has not adversely affected **Our** ability to assess the claim. Contact:

Enterprise Innovation Holdings Limited T/A Enterprise Insurance

Exchange Street Buildings

35-37 Exchange Street

Norwich

NR2 1DP

Telephone: 01603 559343 / 01603 559344

Email: claims@alaclaims.co.uk

- **You** must take all reasonable steps to safeguard the **Vehicle** from further damage and minimise the potential loss.
- In the case of malicious damage or theft, **You** must report the incident to the police and give the **Claims Handler** the crime reference number.
- **We** may contact the **Motor Insurer** to confirm that they have been notified of the incident.
- If **You** accept an offer to settle a **Total Loss** claim under a **Motor Insurance Policy** without first obtaining the **Claims Handler**'s agreement, **We** will assess **Your** claim using the **Market Value**.
- To enable **Us** to assess **Your** claim, **You** must:
  - provide **Your Policy** number and **Vehicle** details; and
  - advise **Us** of the cause of the **Total Loss**;
  - provide any other details and documents that **We** reasonably request.
- No benefit will be payable under this **Policy** until **We** have received satisfactory proof of:
  - payment of the appropriate premium in respect of **Your Motor Insurance Policy**;
  - the payment of the claim for **Total Loss** under the relevant **Motor Insurance Policy**;
  - the **Total Loss** and the **Insured Value** at the **Cover Start Date**;
  - where the **Vehicle** is 3 years old or older, evidence of a valid MOT certificate; and
  - any other evidence which may be reasonably required by **Us**.

- **We** accept no liability for the responsible disposal of the **Vehicle** or its salvage in any event. The **Vehicle** must not be disposed of or sold for salvage prior without **Our** permission.
- When receiving notification of any claim **We** reserve the right to instruct an independent engineer to inspect the **Vehicle** before authorising any claim. Any decision on liability will be withheld until this report is received. When this right is exercised, **We** shall have no liability for any loss to **You** arising from any possible delay.
- **You** must provide full details of **Your Motor Insurer** so that the **Claims Handler** can ensure they are fully aware of any third-party claim and any condition markers that apply to **Your** damaged **Vehicle**.
- **We** may take steps in **Your** name against any person, including the **Motor Insurer**, to recover money **We** pay in settlement of **Your** claim. **You** must give **Us** any assistance **We** reasonably require. **We** may also take over negotiations with the **Motor Insurer** in relation to **Your Total Loss** claim.
- If **You** bought this Agreed Value GAP **Policy** using a premium finance agreement and make a valid claim, any claim payment will first be used to settle the amount outstanding under that premium finance agreement. Any remaining balance will be paid to **You**.

Subrogation

If **You** make a claim on this **Policy** and **You** have rights that **You** can enforce against someone else, **You** must:

- take all necessary steps to enforce those rights for **Our** benefit, or
- let **Us** take those steps in **Your** name.

This is so that if the other person is liable to pay towards the claim, **We** can recover any money that **We** have paid or might have to pay.

You must also let **Us**, in **Your** name, take over, conduct, defend and settle any claim against **You** that **We** may be liable for.

Doing this will not affect **Your** claim with **Us**. If there are any costs for taking any of the steps in this subrogation clause, **We** will pay them.

Other insurance

If **You** have another policy that would also cover **Your** claim, **We** only have to pay **Our** share of the claim.

So that **We** can recover any money that is more than **Our** share of the claim, **You** must:

- tell **Us** that **You** have the other insurance policy, and
- give **Us** full details of it, and
- let **Us** take all necessary steps to enforce it in **Your** name.

COMPLAINTS PROCESS

If **You** have a query or complaint about the way the **Policy** was sold, its administration or the handling of a claim, please contact:

ALA Insurance Brokers

Unit 3

Park Farm Courtyard

Easthorpe

Malton

YO17 6QX

Tel: 01653 916 304

Email: complaints@ala.co.uk

We will contact **You** within three days of receiving **Your** complaint to tell **You** what action **We** are taking. **We** will try to resolve the complaint within four weeks. If it will take longer than four weeks, **We** will explain the current position and tell **You** when to expect a response.

Taking Your complaint to the Financial Ombudsman Service (FOS)

If **You**:

- are not happy with the final response to **Your** complaint, or
- **You** have not received a response within eight weeks of the date **You** made the complaint,

You may be able to take the complaint to the FOS, but **You** must do so within six months. **You** can find more information at:

www.financial-ombudsman.org.uk

The FOS is there to help resolve complaints when **You** are not happy with the response **You** have received. The service it offers is free and independent. Its contact details are:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Call: 0800 023 4567 (calls to this number are free on mobile phones and landlines) or

0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.)

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

This complaints procedure does not affect **Your** legal rights.

Financial Services Compensation Scheme (FSCS)

AmTrust Specialty Limited is covered by the FSCS. **You** may be able to get compensation from the FSCS if AmTrust goes out of business and can't meet its commitments under this contract. This might, for example, be a claim that it cannot pay, or a refund it owes **You**. **You** can get more details from:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Telephone: 0800 678 1100 (calls are free) or 020 7741 4100

www.fscs.org.uk

LAW APPLICABLE

If there is a dispute about, or in connection with, this **Policy** that the complaints process cannot resolve:

- the laws of England and Wales will apply to the dispute.
- only the courts of England can decide the outcome of the dispute.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Act does not give anyone who is not a party to this contract any right to enforce any of the contract's terms. However, this does not affect a right or remedy they might have which exists or is available for any other reason. For example, someone who has cover on the **Policy** might have the right to make a claim or a complaint.

LANGUAGE

This **Policy** is written in English, and all correspondence will be in English.

SANCTIONS

We do not have to provide cover or benefits, pay any claim or give any refund if **You**, or any person acting on **Your** behalf:

- are subject to, or
- do (or don't do) something that exposes AmTrust Specialty Limited, or any company in the AmTrust group, to

any sanction, prohibition or restriction under United Nations resolutions, or sanction, law or regulation of the European Union, United Kingdom, the USA or any other government or regulatory authority.

If this happens, **We** can also cancel the **Policy** with immediate effect by writing to **You**.

POLICY TRANSFER AND CHANGING YOUR VEHICLE

This **Policy** only applies to **You** and is not transferrable to any other person or business. In the event of **Your** death the remaining benefit of this insurance may be transferred to **Your** spouse or partner.

You must contact the **Administrator** if **You** sell, part-exchange or otherwise cease to own the **Vehicle**. Cover under this **Policy** will end when **You** cease to own the **Vehicle** and cannot be transferred directly to a replacement **Vehicle**.

Provided that no claim has been made under this **Policy**, the unused premium will be calculated on a daily pro-rata basis from the date cover ends. No cancellation or administration fee will be deducted.

You may choose to receive the unused premium as a refund or use it as a part payment towards a new Agreed Value GAP Insurance **Policy** for **Your** replacement **Vehicle**.

If the unused premium is less than the premium for the new **Policy**, **You** must pay the difference. If it exceeds the premium for the new **Policy**, the remaining balance will be refunded to **You**.

The replacement **Vehicle** must meet the eligibility requirements applying when the new **Policy** is purchased.

Any new **Policy** will be a separate contract with a new Period of Cover and will begin on the start date shown on the new **Policy Schedule**.

The Insurer

AmTrust Specialty Limited is the **Insurer** for this **Policy**. It is:

- authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its financial services register number is 202189.
- registered in England & Wales under company number 01229676.

Its registered office is at:

Exchequer Court,

33 St Mary Axe,

London EC3A 8AA

The Administrator

ALA IB Ltd trading as ALA Insurance Brokers arranges and administers this **Policy**. It is:

- authorised and regulated by the Financial Conduct Authority. Its financial services register number is 571109.
- registered in England under company number 06833207.

Its registered office is at:

ALA Insurance Brokers

Unit 3

Park Farm Courtyard

Easthorpe

Malton

YO17 6QX

The Claims Handler

Enterprise Innovation Holdings Limited T/A Enterprise Insurance

Exchange Street Buildings

35-37 Exchange Street

Norwich

NR2 1DP

Enterprise Innovation Holdings Limited T/A Enterprise Insurance handles the claims and is the **Claims Handler** for this **Policy**.

It is:

- authorised and regulated by the Financial Conduct Authority. Its financial services register number is 1016834.
- registered in England under company number 14711765.

To check these details on the Financial Services Register, visit the website www.fca.org.uk/register or contact the Financial Conduct Authority on 0800 111 6768.

DATA PROTECTION

AmTrust Specialty Limited (AmTrust) will keep **Your** personal information safe and private. AmTrust follows all laws that protect **Your** privacy. Under the laws, AmTrust is responsible for handling **Your** personal information as Data Controller. Here is a simple explanation of how and why it does this. For more details visit the website at www.amtrustinternational.com/dpn

What AmTrust does with Your personal information

There are different reasons for using **Your** information. AmTrust will need it to:

- give **You** this **Policy**.
- contact **You** to ask if **You** want to continue with the **Policy**.
- protect both **You** and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need **Your** information:

- to run through its computer systems to see if it can offer **You** this **Policy**.
- to help **You** if **You** have any queries or want to make a claim.
- to give **You** information, products, or services that **You** ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about **Your** health or any criminal convictions **You** might have. AmTrust might need this kind of information to decide if it can offer **You** this **Policy**, or to help **You** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **Your** information with companies and people who provide a service to it, or to **You** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.

- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send **Your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **Your** information is stored safely and processed in line with the law and this notice.

You can ask AmTrust to:

- provide **You** with the information it has about **You**.
- restrict or stop processing **Your** information on certain occasions.
- correct any mistakes or update **Your** information.
- delete **Your** information (although there are some things it cannot delete).
- give **Your** information to someone else involved in **Your Policy**.
- not use **Your** information for marketing.

If **You** think AmTrust has done something wrong with **Your** information, **You** should speak to the local data protection authority.

AmTrust will:

- not keep **Your** information longer than it needs to. This is usually up to 10 years after **Your Policy** ends.
- only keep **Your** information longer than 10 years if there is a business or regulatory reason for doing so.

If **You** have questions about how AmTrust uses **Your** information, contact its Data Protection Officer. The contact details are on the website - www.amtrustinternational.com/dpn

DEFINITIONS

This section explains the meanings of words and phrases which are used in this **Policy** when they appear in bold print.

Vehicle

The **Vehicle** shown on the **Policy Schedule**, registered in **Your** name at the address shown on the **Policy Schedule**, listed in **Glass's Guide** and, if 3 years old or older at the **Cover Start Date**, having a valid MOT certificate.

Administrator

ALA Insurance Brokers, Unit 3, Park Farm Courtyard, Easthorpe, Malton, YO17 6QX. Telephone: 01653 916304. This insurance is administered by ALA Insurance Brokers on behalf of the **Insurer**. ALA Insurance Brokers is authorised and regulated by the Financial Conduct Authority, reference number 571109.

Claims Handler

Enterprise Innovation Holdings Limited T/A Enterprise Insurance Exchange Street Buildings, 35-37 Exchange Street, Norwich, NR2 1DP. Telephone: 01603 559343 / 01603 559344.

Claim Limit

The maximum amount **We** will pay in respect of a claim under this **Policy**, as shown on **Your Policy Schedule**.

Cover Start Date

The date on which cover under this **Policy** begins, as shown on the **Policy Schedule**.

Glass's Guide

A trade publication recognised and used extensively throughout the motor vehicle industry to value used vehicles.

Finance Company

The company that provided finance for the **Vehicle**.

Motor Insurance Policy

- A comprehensive **Motor Insurance Policy** covering the **Vehicle**, with **You** as the policyholder or a named driver, which is kept in force throughout the **Period of Insurance** or replaced by a similar comprehensive **Motor Insurance Policy**; or
- The **Motor Insurance Policy** covering the at-fault third-party vehicle against which **You** are making a claim.

Motor Insurer

- The UK authorised Insurance company that issued the comprehensive **Motor Insurance Policy** covering **Your Vehicle** or
- The insurer providing the **Motor Insurance Policy** covering the at fault third party vehicle against which **You** are making a claim

Purchase Invoice

A document evidencing the original acquisition of the **Vehicle**. The purchase price shown on this document is not used to determine eligibility, the **Insured Value** or the amount payable under this **Policy**.

Total Loss

Where **You** have claimed under a **Motor Insurance Policy**, the claim has been settled, and the **Vehicle** has been surrendered to the **Motor Insurer**, unless the **Vehicle** has been stolen and remains unrecovered.

Insured Value

The value of the **Vehicle** at the **Cover Start Date**, calculated using **Glass's Guide** Retail as the maximum reference value and taking into account the **Vehicle**'s mileage, condition, inflation and other relevant market factors.

Market Value

The **Market Value** of the **Vehicle** at the date of loss, determined by reference to the **Glass's Guide** Retail valuation.

Insurer

AmTrust Specialty Limited.

Period of Insurance

The term of cover from the date the **Policy** starts shown on the **Policy Schedule**.

Policy

The contract of insurance with AmTrust Specialty Limited. This document and the **Policy Schedule** form the contract.

Policy Schedule

The document which shows **Your** details, **Your Vehicle** details, **Period of Insurance**, type of **Policy** chosen and the **Claim Limit**.

We, Us, Our

The **Administrator**, the **Claims Handler** or the **Insurer** as appropriate

You, Your

The person named on the **Policy Schedule**.