



# Finance GAP Insurance

Terms & Conditions



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## How To Contact Us

We recommend that You save the below telephone numbers to Your mobile phone

### Claims

Online: [www.InsuretheGap.com/mapfreclaims](http://www.InsuretheGap.com/mapfreclaims)

By telephone: 0330 400 1655

By e-mail: [gapclaims@mapfre.co.uk](mailto:gapclaims@mapfre.co.uk)

### If You Are Calling From Abroad

By telephone: +44 330 400 1655

### Customer Services

By telephone: 0203 305 6767

By e-mail: [customerservice@insurethegap.com](mailto:customerservice@insurethegap.com)

Telephone lines are open Monday – Friday between the hours of 9.30am – 5.00pm.

If You have any difficulties reading this document, please contact the Customer Services Team.

# Introduction

Finance GAP Insurance has been designed to cover the 'gap' between the **Current Value** of the **Insured Vehicle** and the **Finance Early Settlement Balance** payable to the **Finance Company** at the **Date of Loss** if the **Insured Vehicle** is declared a **Total Loss** within the **Period of Cover**. Please refer to What Is Covered Under This Insurance on page 6 of this document.

**IMPORTANT:** This policy must be purchased within 180 days of the date **You** take delivery of the **Insured Vehicle**

## Eligibility

In order to be eligible for this policy, the following must apply throughout the **Period of Cover**:

- **You** must be a permanent resident of, or in the case of a corporate body, must be registered in the United Kingdom
- **You** must be at least 18 years of age at the **Start Date**
- **You** and any **Insured Driver(s)** must hold a current valid United Kingdom driving licence, or hold a full internationally recognised driving licence that is valid for use in the United Kingdom
- **You** must have a **Finance Agreement** in place for, and be the registered keeper and/or owner of the vehicle **You** wish this policy to cover
- **You** must not be a motor trader, garage or associated company, the proprietor(s) of such motor trader or garage, or an employee or a direct relative of such proprietor(s), and;
- **You** must have paid the **Premium**

The vehicle that you wish to insure must:

- Be covered by **Your Motor Insurance Policy** throughout the **Period of Cover**
- Be listed in **Glass's Guide**, and;
- Be used principally within the United Kingdom

The vehicle that you wish to insure must not:

- Have been purchased via a private sale
- Have been previously written off
- Exceed the maximum vehicle price specified on **Your Certificate of Insurance**, or;
- Have been the subject of a **Total Loss** during the period after the date **You** take delivery of the **Insured Vehicle** and before the date **You** request to purchase this policy

This policy will not provide cover for:

- Any vehicle with a gross vehicle weight of 3.5 tonnes or above
- Any vehicle used at any time in a public service capacity, such as a Military, Police or Ambulance vehicle
- Any vehicle used at any time for the commercial business use of hire and reward; courier or delivery services, or for the carriage of passengers, including but not limited to taxi services and private hire. For the purposes of this insurance policy, driving school vehicles or vehicles used for driving instruction purposes are covered, provided the **Insured Vehicle** complies with this policy's Eligibility criteria throughout the **Period of Cover**
- Any vehicle used at any time for any type of competition or rally; racing; any type of track day; off road; speed testing; pacemaking, or reliability trials
- Quad bikes; scooters; tricycles; sidecars; any vehicle with a non-manufacturer fitted LPG conversion, or with a rotary engine
- Any vehicle that has been modified other than in accordance with the manufacturer's specifications
- Any imported vehicle unless manufactured as right hand drive and purchased from an authorised United Kingdom distributor, or;
- Kit cars; invalid carriages; buses; coaches; stretched limousines; touring caravans, or trucks

# Your Contract Of Insurance

This policy and the **Certificate of Insurance** must be read together as they form **Your** insurance contract with the Insurer.

## Insurer

This insurance is underwritten by MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima which is authorised by Dirección General de Seguros y Fondos de Pensiones and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request. MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima is incorporated and registered in the Kingdom of Spain and registered as a foreign company in the United Kingdom with company number FC021974, acting through its UK branch with branch number BR008042 and its principal office is at Dixon House, 72-75 Fenchurch Street, London, EC3M 4BR.

## Administrator

This insurance is administered by Halo Insurance Services Limited who acts on behalf of the Insurer. Halo Insurance Services Limited is authorised and regulated by the Financial Conduct Authority with FCA number 504629. Halo Insurance Services Limited is registered in England and Wales with company number 06929208 and its registered office is at Parkview, 82 Oxford Road, Uxbridge, UB8 1UX. InsuretheGap.com is a trading name of Halo Insurance Services Limited.

## Claims Administrator

Claims are administered by Abraxas Insurance Administration Services Limited who acts on behalf of the Insurer. Abraxas Insurance Administration Services Limited is authorised and regulated by the Financial Conduct Authority with FCA number 308702. Abraxas Insurance Administration Services Limited is registered in England and Wales with company number 02928787 and its registered office is at 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA.

## How To Make A Claim

In the event of a claim please contact the Claims Administrator and have **Your Certificate of Insurance** and vehicle registration number to hand.

Online: [www.InsuretheGap.com/mapfreclaims](http://www.InsuretheGap.com/mapfreclaims)

By telephone: 0330 400 1655

By e-mail: [gapclaims@mapfre.co.uk](mailto:gapclaims@mapfre.co.uk)

**IMPORTANT: You** must contact the Claims Administrator prior to accepting any **Motor Insurance Settlement**.

The Claims Administrator will register the details of **Your** claim and send a claim form to **You**. **You** will need to sign this and provide the following information/documentation:

- a) **Your Motor Insurance Policy** certificate and schedule
- b) The **Motor Insurance Settlement** letter
- c) The original purchase invoice for the **Insured Vehicle**
- d) A copy of the **Finance Agreement** and the **Finance Early Settlement Balance** from the **Finance Company**, if applicable
- e) A copy of the **Insured Driver's** driving licence, if applicable

**You** will need to return the completed claim form and supporting documentation to the Claims Administrator:

In writing: Abraxas Insurance Administration Services Ltd, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA, or;

By e-mail: [gapclaims@mapfre.co.uk](mailto:gapclaims@mapfre.co.uk)

If the information above is not given to the Claims Administrator within 30 calendar days of opening a claim, then unless the Claims Administrator agrees an extension, or other exceptional circumstances apply, **Your** claim may not be paid.

# Definitions

Whenever the following words appear in Your policy, they have the meaning given below.

- **Certificate of Insurance** means the validation certificate issued alongside this document that sets out the name of the insured person or company, the vehicle covered and the limits applicable to this insurance
- **Current Value** means the greater of either the **Motor Insurance Settlement** or the **Market Value** of the **Insured Vehicle**
- **Date of Loss** means the date of the incident which results in the **Insured Vehicle** being declared a **Total Loss**
- **Finance Agreement** means the agreement between **You** and the **Finance Company** (excluding contract hire and finance lease agreements) for the purchase of the **Insured Vehicle**. The **Finance Agreement** must be in **Your** name
- **Finance Early Settlement Balance** means the net balance payable by **You** to the **Finance Company** at the **Date of Loss**, less any additional extras noted in What Is Not Covered Under This Insurance No. 6 on page 7 of this policy
- **Finance Company** means any lender with whom **You** have agreed a loan or credit agreement for the purchase of the **Insured Vehicle**
- **Glass's Guide** means the motor industry vehicle pricing guide
- **Insured Driver** means:
  - a) A driver named on **Your Motor Insurance Policy**, or;
  - b) If a company is specified on the **Certificate of Insurance**, any person who is at least 18 years of age, who works for **You**, or in connection with **Your** business, who holds the appropriate driving licence to drive the **Insured Vehicle** and who is covered by **Your Motor Insurance Policy**
- **Insured Vehicle** means the vehicle shown on the **Certificate of Insurance**
- **Market Value** means the value of the **Insured Vehicle** at the **Date of Loss** by reference to **Glass's Guide** retail transacted value. Please note that if modifications have been made, or optional accessories included at the time of purchase, the Claims Administrator may request an assessor's report to establish the value of the **Insured Vehicle**
- **Motor Insurance Settlement** means the value of the **Insured Vehicle** at the **Date of Loss** as assessed by **Your Motor Insurance Policy** provider or the **Third Party's Motor Insurance**, excluding:
  - a) Contents, and any deductions for damage not associated with the **Total Loss** claim
  - b) Deductions made where **You** fail to maintain the **Insured Vehicle** or keep it in a roadworthy condition
  - c) Any rebates, arrears or associated fees, if not already applied
  - d) Any salvage amount deducted
  - e) Any portion of **Your Motor Insurance Policy** excess that exceeds the limit specified on **Your Certificate of Insurance**, and;
  - f) Any motor insurance premium owed that is deducted
- **Period of Cover** means the period commencing from the **Start Date** until the earliest of the following:
  - a) The end of the **Period of Cover** shown on **Your Certificate of Insurance**
  - b) The date on which a valid claim is registered by the Claims Administrator under this policy
  - c) The date this policy is cancelled
  - d) The date the **Insured Vehicle** is sold, transferred to another party, or repossessed, or;
  - e) The date on which **You** settle the **Finance Agreement**
- **Premium** means the amount payable by **You** (including any taxes, commissions or charges) for cover under this policy
- **Start Date** means the date **Your** insurance policy commences as shown on the **Certificate of Insurance**
- **Territorial Limits** means the United Kingdom including Northern Ireland, the Isle of Man and the Channel Islands and any member countries of the European Union, including Andorra; Gibraltar; Iceland; Liechtenstein; Monaco; Norway; San Marino; Switzerland and the Vatican City
- **Third Party's Motor Insurance** means where a third party is liable for the **Total Loss** of the **Insured Vehicle**, the motor insurance provider of the third party
- **Total Loss** means the **Insured Vehicle** is the subject of accidental or malicious damage, fire or theft to the extent that:
  - a) A claim is paid as full and final settlement under **Your Motor Insurance Policy** or a **Third Party's Motor Insurance**, and;
  - b) The **Insured Vehicle** is recorded as salvage category A, B, N or S

- **Your Motor Insurance Policy** means a comprehensive policy of motor insurance issued by an insurer authorised to sell insurance in the United Kingdom, which is maintained in **Your** name, names any **Insured Driver(s)**, and is valid throughout the **Period of Cover**
- **You/Your** means the individual or company named as the policyholder on both the **Certificate of Insurance** and **Your Motor Insurance Policy** that purchased the **Insured Vehicle**

## What Is Covered Under This Insurance

### 1. Finance GAP

Subject to the terms and conditions, if the **Insured Vehicle** is declared a **Total Loss**, this policy will cover the difference between the **Current Value** of the **Insured Vehicle** and the **Finance Early Settlement Balance** payable to the **Finance Company** at the **Date of Loss**

The maximum sum insured is specified on **Your Certificate of Insurance**

Any settlement due will be paid to the **Finance Company**

### 2. Excess Contribution

If **You** incur a motor insurance policy excess as part of **Your Motor Insurance Settlement** and the Claims Administrator authorises **Your** claim, the Claims Administrator will also pay **You** up to the limit specified on **Your Certificate of Insurance** toward the cost of **Your Motor Insurance Policy** excess. This amount is in addition to the maximum amount payable under this policy

Any Excess Contribution will be paid to **You**

# What Is Not Covered Under This Insurance

1. Any claim where the **Insured Vehicle** is not declared a **Total Loss**, or where no **Motor Insurance Settlement** is paid to **You**
2. Any claim where the **Insured Vehicle** is stolen or driven without **Your** consent by any person who has access to the keys, for example where any removable ignition device is left in, or on, the **Insured Vehicle**. This includes but is not limited to family members, spouse and partner
3. Any **Total Loss** that occurs when the **Insured Vehicle** is in the control of anyone other than **You** or an **Insured Driver**, unless the **Total Loss** occurs as a result of fire or theft
4. VAT if **You** are VAT registered
5. Any claim if the driver of the **Insured Vehicle** is intoxicated by alcohol, under the influence of non-prescribed drugs, or where they have been advised not to drive by a registered medical practitioner
6. Dealer fitted accessories; any delivery charges from the manufacturer to **Your** home address; incentives; cash back; additional interest charges; rebates; arrears or associated fees if not already applied; vehicle excise duty; paintwork and/or upholstery protection kits; new vehicle registration fees; cherished number plates; fuel; insurance premiums (including the **Premium**); warranty, servicing and maintenance plans or charges; recovery plans, or any outstanding debt transferred from a previous vehicle
7. Any secondary schedule(s) noted in the **Finance Agreement**
8. Loss of use of the **Insured Vehicle** or any other consequential losses that are directly or indirectly caused by the event which led to **Your** claim, such as travel expenses or loss of earnings
9. Any **Total Loss** that occurs as a result of the **Insured Vehicle** being modified other than in accordance with the manufacturer's specification
10. Any claim if **Your Motor Insurance Policy** provider replaces the vehicle specified on the **Certificate of Insurance**. In this instance **You** may be able to transfer cover to the replacement vehicle. Please refer to the Transferring Your Cover Section on page 8 of this document
11. Damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed
12. Any claim arising as a result of war; any warlike activity (whether war be declared or not); civil unrest, or any act that the United Kingdom Government considers to be an act of terrorism
13. Any **Total Loss** that is directly or indirectly caused by ionising radiation; the combustion of nuclear fuel; contamination by radioactivity from any nuclear fuel or waste, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or associated nuclear parts
14. Any **Total Loss** that occurs outside the **Period of Cover**, or outside the **Territorial Limits**
15. Anything not specified under the What Is Covered Under This Insurance Section on page 6 of this document

## Conditions

1. No liability will be accepted for any claim where the terms and conditions of this policy have not been fully complied with
2. **You** must contact the Claims Administrator prior to accepting any **Motor Insurance Settlement**. Where **You** do not contact the Claims Administrator prior to accepting any **Motor Insurance Settlement**, the Claims Administrator reserves the right to use the **Market Value** of the **Insured Vehicle** as a substitute for the **Motor Insurance Settlement**. Please note that if modifications have been made, or optional accessories included at the time of purchase, the Claims Administrator may request an assessor's report to establish the value of the **Insured Vehicle**
3. If **You** are the first registered keeper of the **Insured Vehicle** and **You** are entitled to a replacement vehicle under **Your Motor Insurance Policy**, or if the **Insured Vehicle** could be replaced by the manufacturer and **You** do not accept, the Claims Administrator reserves the right to settle **Your** claim by referencing the cost of a new vehicle of the same make, model and specification as at the **Date of Loss** by reference to **Glass's Guide** retail transacted value. In the event that **You** do not utilise **Your Motor Insurance Policy's** provision of a replacement vehicle, this may result in no settlement being paid
4. This policy is in addition to **Your** legal rights

## Changes In Your Circumstances

**You must call the Administrator immediately on 0203 305 6767 if any of the following changes in circumstances apply to You:**

- **You** change or transfer ownership of the **Insured Vehicle**
- **You** change what **You** use the **Insured Vehicle** for (for example, if **You** start using it for commercial purposes)
- **You** customise or make alterations to the **Insured Vehicle**
- **You** change the registration number of the **Insured Vehicle** to a cherished number plate
- **You** change **Your** address
- **You** change **Your** name (for example, due to marriage)
- **You** have **Your Motor Insurance Policy** declined or cancelled
- **You** pay off the **Finance Agreement**, or;
- **You** develop any problems that affect **Your** ability to drive

If **You** advise the Administrator of a change in **Your** circumstance which results in **You** or the **Insured Vehicle** becoming ineligible for cover, the Administrator will cancel **Your** policy. Please refer to the Cancellation Section on page 9 of this document. Failure to advise the Administrator of a change in **Your** circumstances may result in **You** or the **Insured Vehicle** becoming ineligible for cover and **Your** claim not being paid.

## Transferring Your Cover

In the event that the **Insured Vehicle** is declared a **Total Loss** by **Your Motor Insurance Policy** provider or a **Third Party's Motor Insurance** and **You** are provided with a replacement vehicle as part of a **Motor Insurance Settlement**, under a manufacturer's or dealer's warranty, or due to merchantable quality issues, **You** may transfer this policy to a replacement vehicle provided that the transfer occurs within 12 months of the **Start Date**.

The **Start Date** and the **Period of Cover** will remain the same. Irrespective of the invoice price of the replacement vehicle, the original invoice price or **Glass's Guide** retail value (calculated from the date the vehicle was purchased) will be used to calculate any future claim.

### How to Transfer

- Write to the Administrator at InsuretheGap.com, Parkview, 82 Oxford Road, Uxbridge, UB8 1UX within 30 days of the date **You** take delivery of the replacement vehicle
- Provide a copy of the original purchase invoice for the **Insured Vehicle**, and;
- Provide a copy of the purchase invoice for the replacement vehicle

The transfer will be subject to the Administrator's approval and if accepted, the credit or debit card used to purchase this policy will be charged a £20 transfer fee



## Other Insurance

If the risk covered by this policy is also covered by any other insurance, this policy shall only pay a fair proportion of any settlement which would otherwise be due under this policy.

## Fraud

If any information provided by **You** or anyone acting on **Your** behalf is inaccurate or fraudulent, or if **You** fail to disclose any information in response to a specific request which might reasonably affect the Insurer's decision to provide cover under this policy, **Your** right to any benefit under this policy will end, and the Administrator shall be entitled to recover any settlement paid or costs incurred as a result of any such fraudulent or misleading means.

## Cancellation

### Cancellation within the cooling-off period

**You** have the right to cancel this policy and to receive a full refund of **Premium** provided no claims are known or reported by giving notice of cancellation within 30 days of the date **You** purchase this insurance. Please quote the number that appears on **Your Certificate of Insurance**.

### Cancellation outside the cooling-off period

If the policy is cancelled at any time after the 30 day cooling off period from the date **You** purchase this insurance, provided that no claims are known, pending or reported, **You** will be entitled to a refund of the unused portion of the **Premium** paid to date, minus an administration charge of £35.00. Any refund due will be calculated on a daily pro-rata basis from the date the Administrator receives the letter, email or phone call of cancellation.

To cancel this policy, please contact the Administrator on any of the below:

In writing: InsuretheGap.com, Parkview, 82 Oxford Road, Uxbridge, UB8 1UX

By telephone: 0203 305 6767

By e-mail: customerservice@insurethegap.com

The Administrator reserves the right, in the event of any fraudulent activity, to cancel this policy at any time before or during the **Period of Cover**. Additionally, once a valid claim has been registered by the Claims Administrator, no refund of **Premium** will be due.

## Financial Services Compensation Scheme

MAPFRE ASISTENCIA is covered under the Financial Services Compensation Scheme. If the Insurer is unable to meet some of their liabilities and **You** make a valid claim, **You** may be entitled to compensation from the FSCS, depending on the type of business and circumstances of the claim.

Protection is at 100% where claims:

- Arise in respect of a liability subject to compulsory insurance
- Arise in respect of a liability subject to professional indemnity insurance
- Arise from the death or incapacity of the policyholder due to injury, sickness, or infirmity

Protection is at 90% where claims arise under other types of policy with no upper limit.

Further information can be obtained from the Financial Services Compensation Scheme:

By telephone: 0800 678 1100 or 020 7741 4100

By e-mail: enquiries@fscs.org.uk

For more information please visit [www.fscs.org.uk](http://www.fscs.org.uk)

# Law Applicable To The Contract

The parties to this policy can choose the law that applies to it. In the absence of any written agreement to the contrary, the laws of England and the jurisdiction of the English courts will apply.

# Data Protection

The Insurer, Administrator and Claims Administrator need to obtain personal information from **You** to provide **You** with this policy of insurance.

The Insurer, Administrator and Claims Administrator use **Your** personal information in the following ways:

- To provide **You** with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to agents who provide services on **Your** behalf under the terms of the policy
- To confirm, maintain, update and improve customer records
- To analyse and develop their relationship with **You**
- To help in processing any applications **You** may make
- To identify and market products and services that may be of interest to **You**, (subject to **Your** prior consent)
- To carry out studies of statistics and claim rates
- For the analysis and the prevention of fraud
- For the analysis and the prevention of payment defaults
- For statistical studies undertaken by the Insurer, Administrator and Claims Administrator and/or any sectorial organisation in Europe

The Insurer, Administrator and Claims Administrator may share **Your** details with other companies within the MAPFRE group to support the administration of **Your** policy. The Insurer, Administrator and Claims Administrator deal with third parties that they trust to treat their customers' personal information with the same stringent controls that they apply themselves. Information which **You** supply in connection with this policy will be held on their computer records. **Your** personal information will not be kept for longer than necessary.

**You** are entitled on request to receive a copy of the personal information the Insurer, Administrator and Claims Administrator hold about **You**. This will be information that **You** have given during **Your** policy. The Insurer, Administrator and Claims Administrator do not hold any information relating to **Your** credit status. If **You** would like a copy of **Your** information, please contact the Administrator or MAPFRE ABRAXAS' Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

The Insurer, Administrator and Claims Administrator keep records of any transactions **You** enter with themselves or their partner companies for seven years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with legal and regulatory requirements. The Insurer, Administrator and Claims Administrator may keep other personal information about **You** if it is necessary to do so to comply with the law.

To assist with fraud prevention and detection the Insurer, Administrator and Claims Administrator may:

- Share information about **You** across the MAPFRE group, with other insurers and, where entitled to do so under the Data Protection legislation, the police and other law enforcement agencies
- Pass **Your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers
- Check **Your** details with fraud prevention agencies and, if **You** give the Administrator and the Claims Administrator false or inaccurate information and **You** are suspected of fraud, this will be recorded with the fraud prevention agency and other organisations who may also use and search these records to:
  - a) Help make decisions about credit and credit related services for **You** and members of **Your** household
  - b) Help make decisions on motor, household, credit, life and other insurance proposals and claims for **You** and members of **Your** household
  - c) Trace debtors, recover debt, prevent fraud and to manage **Your** insurance policies
  - d) Check **Your** identity to prevent money laundering, unless **You** provide other satisfactory proof of identity
  - e) Undertake credit searches and additional fraud searches.

Under the Data Protection legislation, the MAPFRE group can only discuss **Your** personal information with **You**. If **You** would like anyone else to act on **Your** behalf, please contact the Administrator or Claims Administrator. **You** can do this by contacting the MAPFRE ABRAXAS' Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

## What To Do If You Have A Complaint

If **You** have a complaint about how this policy was sold or administered, please contact the Administrator on any of the below:

In writing: InsuretheGap.com, Parkview, 82 Oxford Road, Uxbridge, UB8 1UX

By telephone: 0203 305 6767

By e-mail: customerservice@insurethegap.com

In the unlikely event of a dispute occurring regarding the claims administration, the terms of this policy or the service received, **You** should contact the Customer Care Manager who will investigate the matter:

In writing: The Customer Relations Team, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

By telephone: 0330 400 1420

By e-mail: customerrelationsteam@mapfre.co.uk

The Claims Administrator will confirm receipt of **Your** complaint within 5 working days and aim to resolve the problem within 8 weeks.

If **You** remain dissatisfied with the way that **Your** complaint has been dealt with, **You** may refer the matter to the Financial Ombudsman Service within 6 months of the date of the Administrator or Claims Administrator's final response:

In writing: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

By telephone: 0800 023 4567

For more information please visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This procedure does not affect **Your** statutory rights and is in addition to any other rights **You** may have to take legal proceedings.