



momentum

Warranties Limited

Combined GAP Insurance



Contract of Insurance

Your Guarantee Asset Protection (GAP) policy has been arranged by Momentum Warranties Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place 30 Fenchurch Street, London, EC3M 3AJ

Momentum Warranties Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (UK) SE, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy with a capital letter.

Administrator

Momentum Warranties Ltd are responsible for the registration of Your policy details and should be contacted regarding any claim.

Claims Administrator

Momentum Warranties Limited, Cobalt Park, Silver Fox Way, Newcastle Upon Tyne, NE27 0QJ.
Tel: 0191 270 3597

Consequential Loss

You are not covered for any other costs that are directly or indirectly caused by the event which led to Your claim unless specifically stated in this policy, for example, a loss of earnings as a result of damage to the vehicle.

Early Settlement Figure

The balance payable to the Financier at the date of the Total Loss under the terms of the finance agreement but excluding any of the following:

Any amount carried over from a previous finance agreement, warranty, new vehicle registration fee, insurance premiums, road fund licence, fuel and paintwork applications, credit protection insurance, credit facility fee, title discharge fee, documentation fee, additional interest charges, arrears and any other financed amount not related specifically to the insured Vehicle.

Financier

Any UK based finance company or lender with whom You have a finance agreement.

Glass's Guide

Is a monthly trade publication recognised and used extensively throughout the motor vehicle industry to value used vehicles.

Insured Value

The amount You receive under Your Motor Insurance Policy in respect of the insured Vehicle as a result of a Total Loss.

Insured/You/Your

The person who purchased the Vehicle forming the subject matter of this policy.

Limit of Liability

The maximum amount that can be claimed under this policy as stated on the Policy Schedule.

Market Value

The Market Value of the insured Vehicle will be determined by reference to Glass's Guide retail value.

Motor Insurance Policy

A policy providing Comprehensive Motor Insurance in respect of the Vehicle which is effected and kept in force or replaced by a similar Comprehensive Motor Insurance Policy for the duration of the Period of Insurance.

Motor Insurer

An authorised UK insurance company who issued a comprehensive Motor Insurance Policy covering Your Vehicle.

Net Invoice Selling Price

Is the purchase price of the Vehicle (including factory and dealer fitted accessories endorsed by the manufacturer) including any discount given, but excluding any warranty, new vehicle registration fee, any insurance premiums, road fund licence, fuel and paintwork protection applications, any arrears or negative equity transferred from a previous agreement.

Period of Insurance

The term of cover shall not exceed 60 months from the start date of Your policy. Details regarding the duration of Your policy can be found on Your Policy Schedule.

Policy Schedule

Confirmation of cover confirming details of the Vehicle, Insured, Period of Insurance and the Limit of Liability.

Proposal

Any information provided by the Insured or on their behalf, in consideration of the Insured having completed an application and the required premium being paid to the Administrator (Momentum Warranties Ltd). The Insurer agrees to indemnify the Insured up to the Limit of Liability detailed on the Policy Schedule, subject always to the definitions, conditions, exclusions and periods contained herein.

Territorial Limits

England, Scotland, Northern Ireland, Wales, Isle of Man and the Channel Islands. The Vehicle is also covered in the European Union, Croatia, Iceland, Norway, Switzerland, Liechtenstein and Andorra for a maximum of 90 days in any 12 months of cover, providing the cover provided by Your Motor Insurer is an equivalent level of cover as You would have enjoyed in the United Kingdom (UK).

The Insurer/We/Us/Our

UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE.

Total Loss

Where an Insured person has claimed under their Motor Insurance Policy and the claim has been settled, with the Vehicle being surrendered to the Motor Insurer or otherwise, and a Total Loss payment made.

Vehicle

Any Vehicle registered and principally used in the UK, having a maximum purchase price up to £250,000 (including factory and dealer fitted accessories endorsed by the manufacturer), which is less than eight years old on the date of purchase of Your policy.

The value of a non-UK sourced vehicle will at the discretion of The Insurer be based on the original Net Invoice Selling Price or a UK equivalent vehicle provided by a manufacturer or manufacturer's agent in the UK and specified for use in the UK. The value will be used to determine the difference between the original Vehicle purchase price and the value at the time of the loss.

Cover Provided by Your Combined GAP Policy

What is Covered

If within the Period of Insurance an incident occurs which results in the insured Vehicle being classed as a Total Loss by the Motor Insurer, We will in consideration of the payment of the premium pay the difference between the Insured Value and the purchase price of the insured Vehicle as confirmed by the Net Invoice Selling Price, or if greater, the amount of Your Early Settlement Figure.

The maximum benefit payable under this Policy is detailed in Your Policy Schedule

Insurance provided

If a Total Loss occurs within the Period of Insurance, the maximum amount that The Insurer will pay in respect of any one claim shall not exceed the Limit of Liability specified on the Policy Schedule (including VAT), subject to the Total Loss occurring within the Territorial Limits during the Period of Insurance and providing the Motor Insurer has made a full and final settlement.

Termination

The insurance provided hereunder will automatically terminate on the occurrence of one of the following:-

- a) The natural expiry date of the policy;
- b) Payment of a claim under the policy;
- c) The date on which the Insured shall sell or otherwise dispose of the Vehicle;
- d) The date Your policy is cancelled.

Cancellation

We hope You are happy with the cover this policy provides. However, if after reading Your policy, this insurance does not meet with Your requirements, please return it to the dealer who supplied You Your policy, within 30 days of issue for a full refund of Your premium.

Thereafter, You may cancel Your policy in writing at any time and receive a pro rata refund of Your premium based on the number of whole months remaining subject to the deduction of an Insurer retention fee of £40.00. Requests for cancellation should be made in writing to the Administrator.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance policy.

Exclusions

This insurance does not cover:

- a) In respect of any Total Loss which is not subject of an indemnity under the accidental damage, fire or theft section of the Motor Insurance Policy or which occurs while the Vehicle is being driven or used by a person not covered under the Motor Insurance Policy. Vehicles used in any sort of competitions or rallies, used for hire or reward, driving tuition, taxis, racing, pace making, speed testing or reliability trials. Vehicles not listed in Glass's Guide, kit cars, invalid carriages, Vehicles used solely for delivery or courier purposes and commercial vehicles of more than 3500kg gross weight. All American, Australian and Canadian vehicles (unless built for the UK market).
- b) In respect of any Total Loss arising during (unless it be proved by the Insured that the loss or damage was not occasioned thereby) or in consequence of war, riot or civil commotion in Great Britain, Isle of Man or the Channel Islands.
- c) In respect of any Total Loss by an accident when the driver of the Vehicle is intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
- d) Any liability in connection with the use or ownership of the Vehicle.
- e) In respect of any claim whatsoever in the event that the driver of the Vehicle at the time of the incident giving rise to a claim hereunder was driving illegally.
- f) Any Vehicle, which is not covered by a Motor Insurance Policy for the full duration of the Period of Insurance.
- g) Any Vehicle, which is left unattended unless all security devices and immobiliser are activated and are in full working order, (in addition all doors must be locked and keys removed from the Vehicle).
- h) Any amount advanced in excess of the Market Value of the Vehicle at the time of the purchase.
- i) If the Insured person takes the option under their Motor Insurance Policy to have the Vehicle replaced New for Old following the agreed Total Loss of the Vehicle covered hereunder (the balance of the cover hereunder will on request be transferred to the replacement vehicle).

- j) If any misrepresentation or concealment is made by or on behalf of the Insured person in obtaining this insurance or in support of any claim there under.
- k) If the Total Loss occurs outside Great Britain, Northern Ireland, Isle of Man, Channel Islands, European Union or any other country for which an International Motor Insurance Card (Green Card) is issued.
- l) In respect of any excess deducted under the Motor Insurance Policy above £500.
- m) If either the application details or the premium are not received by The Insurer.
- n) The VAT element of any claim where the VAT element of the purchase price has been recovered as part of a VAT Return by You or Your company.
- o) Where the loss occurred before the Period of Insurance.
- p) Any Vehicle over seven years old at the start date of Your policy.
- q) Where the Motor Insurer reduces the motor insurance settlement because of Your contributory negligence or due to the condition of the insured Vehicle – the same percentage or amount as deducted by the Motor Insurer.

Specific Conditions

Eligibility Requirements

The insurance hereunder is subject to the Insured being insured under a Motor Insurance Policy, or International Motor Insurance Card (Green Card), effective at the date of Total Loss.

Best Endeavours

The Insured shall, prior to the acceptance of any claim hereunder, demonstrate to the satisfaction of The Insurer that they have used their best endeavours to obtain the maximum settlement under their Motor Insurance Policy.

If you accept an offer of settlement from Your Motor Insurer of less than the current Market Value of the Vehicle prior to contacting the Claims Administrator, We reserve the right to calculate the loss at the current Market Value of the Vehicle according to Glass's Guide or a similar publication at the time of the loss.

Assignments

The Insured person shall not be entitled to assign any of their rights hereunder unless agreed by The Insurer.

General Conditions

1. Cover is restricted to the confines of the Territorial Limits.
2. Identification – the Terms and Conditions and Policy Schedule will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.
3. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
 - a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy;
 - b) to make sure that all information supplied as part of your application for cover is true and correct;
 - c) tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim.

4. Subrogation – The Insurer may at their own expense take such proceedings as they think fit in the name of the Insured to enforce any rights and remedies against or obtain relief or indemnity from other parties to which The Insurer shall be or may become entitled or subrogated under this policy and the Insured shall at the request and expense of The Insurer do such acts and things as may be reasonably required by The Insurer for that purpose.
5. Arbitration Procedure – if The Insurer accepts Your claim but disagrees with the amount due to You, the matter will be passed to a legally appointed arbitrator. When this happens, an award must be made before proceedings can be started against Us.

6. Observance of Policy Terms – it is a condition precedent to Our liability that You and anyone claiming indemnity has complied with the Terms and Conditions of this policy.
7. This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Insured's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.
8. Contribution – if at any time of any loss or damage arising under this policy there is another insurance policy covering such loss or damage, The Insurer will not be liable for more than their rateable proportion.
9. Limit of Liability – in the event of a claim payment as a consequence of any insured event The Insurer will deem that full liability has been met under the terms of this policy and the insurance cover will cease upon settlement. In no circumstances shall the liability of The Insurer exceed the amount shown in the Policy Schedule.
10. Premium - once the 30 day cooling off period has expired, the premium is refundable on a pro rata basis, calculated on the number of whole months remaining and subject to the deduction of an Insurer retention fee of £40.00.
11. Claims – The Insurer shall not be liable for any claim arising directly or indirectly caused by or contributed by or in consequence of a loss listed under the headings "Exclusions" and "General Exclusions".
12. No agent is authorised to alter or amend this policy to waive any conditions or restrictions contained therein, to extend the time for paying a premium, or to bind The Insurer by making any promises or representations or by giving or receiving information. This policy cannot be varied, altered or its contents waived in any respect unless by written agreement endorsed by an authorised official of The Insurer.

Claims Conditions

In the event of any loss or damage, which may give rise to a claim the Insured or their legal personal representative must at their own expense:

- i. Supply all information and assistance, which The Insurer may require in establishing the amount of any payment under this insurance.
- ii. Notify the police of any loss or damage by theft within 24 hours or as soon as possible.
- iii. Written notice of the facts on which the claim is based, to be provided to The Administrator within 30 days of the date of the Total Loss.

General Exclusions

The Insurer will not be liable for any claim for:-

1. Loss or damage caused by or arising from:
 - a. the intentional act or willful neglect of the Insured,
 - b. experiments involving the imposition of any abnormal conditions on the insured Vehicle.
2. Loss of use of the insured Vehicle or Consequential Loss of any nature whatsoever.
3. Penalties for delay or detention or in connection with guarantees of performance or efficiency, which is directly or indirectly caused by or is a result of:
 - a. earthquake,
 - b. war, 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,
 - c. riot or civil commotion outside England, Scotland, Wales, the Isle of Man and the Channel Islands.
4. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any Consequential Loss.
5. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to be or arising from ionising radiations or contamination by radioactivity from the combustion of nuclear fuel.
6. For damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.

7. For liability which attaches by virtue of an agreement but which would not have attached if the agreement did not exist.
8. Where an insured Vehicle has been used:
 - a. for racing, pace making, speed testing, reliability trials or any off-road use,
 - b. for the carriage of goods or passengers for hire or reward, as a short-term self drive car,
 - c. for driving tuition.
9. War: Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
10. Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
11. Radiation: Any direct or indirect consequence of:
 - a. Irradiation, or contamination by nuclear material; or
 - b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
12. Electronic Data: Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

How to Claim

In the event of a possible claim under this policy please follow the claims procedure set out below with written notice of the facts on which the claim is based, to be provided to the Claims Administrator within 30 days of the date of the loss. If such notice should not be given within such period or any extension agreed by The Insurer, no payment under this policy will be granted.

Claims Procedure

Contact the Claims Administrator immediately in writing at:

Cobalt Park, Silver Fox Way, Newcastle Upon Tyne, NE27 0QJ

or by telephoning 0344 770 4541 with the following information:-

- Your name, address and postcode ;
- a daytime contact telephone number ;
- the Policy reference number;
- details of the Vehicle;

We will then advise You how to proceed with Your claim. Please quote Your policy number in all correspondence.

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of The Insurer

Complaints Procedure

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

Complaints regarding: SALE OF THE POLICY

Please contact **The Managing Director, Momentum Warranties Ltd, King James VI Business Centre, Friarton Road, Perth, PH2 8DY. Tel: 0344 770 4541 or Email: admin@momentumwarranties.co.uk**

If Your complaint about the sale of Your policy cannot be resolved by the end of the next working day, your agent will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ.

Tel: 0345 218 2685 Email: customerrelations@ukgeneral.co.uk

CLAIMS

Please contact **The Managing Director, Momentum Warranties Ltd, King James VI Business Centre, Friarton Road, Perth, PH2 8DY. Tel: 0344 770 4541 or Email: admin@momentumwarranties.co.uk**

In all correspondence please state that Your insurance is provided by UK General Insurance Limited and quote scheme reference. Ref is 03001 for MBI & 03002 for GAP.

If Your complaint about Your claim cannot be resolved by the end of the next working day, Momentum Warranties Ltd will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ.

Tel: 0345 218 2685 Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

**The Financial Ombudsman Service,
Exchange Tower,
London, E14 9SR**

Tel: 0300 123 9 123

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

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

Data Protection Act 1998

Please note that any information provided to US will be processed by US and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Compensation Scheme

Great Lakes Reinsurance (UK) SE, is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.