

## Your Contract of Insurance GAP CONTRACT HIRE FOR A PASSENGER CAR

### Introduction

Your Contract Hire GAP Insurance is arranged by ALAIB Limited trading as ALA Insurance Brokers and underwritten by Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited. Registered Office: Canopus Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

ALAIB Limited trading as ALA Insurance Brokers are authorised and regulated by the Financial Conduct Authority. Firm reference number 571109.

Canopus Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847

This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk/firms/systemsreporting/register](http://www.fca.org.uk/firms/systemsreporting/register) or by calling them on 0800 111 6768.

**Please note** that certain words and phrases in this policy will have the same meaning wherever they appear. To make them easier to recognise they will be shown in *italics*. They are all listed and explained at the end of the policy under the heading "Definitions".

### Terms And Conditions

This insurance is designed to pay the *shortfall* between the amount *your* motor insurer pays on *your motor insurance policy* and the *outstanding balance* owed on your *finance agreement*, following a *total loss*. **Please note:** we will only pay the element of the *outstanding balance* that relates directly to the price of the *motor vehicle*. See the definition of *GAP insurance settlement* on page 7. If there is any difference between the information in this certificate and what *you* understood to be the terms of the insurance when *you* applied for the insurance, *you* should contact ALAIB immediately. Contact details on page 1.

**N.B. THIS POLICY IS NOT A MOTOR VEHICLE INSURANCE FOR THE PURPOSE OF THE ROAD TRAFFIC ACT**

### Eligibility

You can apply for this insurance if:

1. You are the person/company named in the finance agreement and
2. The *motor vehicle* has, and will have, a *motor insurance policy* at all times throughout the *cover period*, in *your* name as the policyholder or in the name of a nominated authorised driver. **Please Note: Motor trade insurance policies of any type are excluded.**
3. You purchased the *motor vehicle* less than 180 days before the *cover start date*
4. The *motor vehicle* is under 10 years old and valued at less than £100,000, and is listed in Glass's Guide;
5. The *motor vehicle* has been purchased from a registered *motor dealer* and
6. The *motor vehicle* is not one of the following excluded vehicles: Ferrari, Lamborghini, Maserati, Rolls Royce, any Commercial Vehicle, Motorcycle, Motor Scooter/Moped, any left hand drive vehicle and a vehicle which does not meet UK or EC approval or is not commercially available in the UK direct from a manufacturer or its authorised importer or dealer, any taxi, mini cab, driving tuition vehicle, courier or delivery vehicle of any type or any private or public rental vehicle or any rally, competition or off-road vehicle of any type.

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

### Cost

The cost of the policy is shown in the *schedule*.

### What we will cover

On receipt of satisfactory evidence that *your* motor insurer has settled a *total loss* claim for the *motor vehicle* under *your motor insurance policy*, during the *cover period*, we will pay the *shortfall* that relates directly to the price of the *motor vehicle*. Please see the definition of *GAP insurance settlement* on page 7.

### The Most We Will Pay

The most we will pay for a *total loss* is the *maximum benefit* shown in the *schedule*.

## What We Will Not Cover

This insurance does not cover, and we will not make any payment for, any of the following:

1. Any liability for death or bodily injury or damage to any person, damage to property or any other losses or expenses arising from the event that results in the *total loss* of the *motor vehicle*.
2. Any contribution that *you* more specifically insure elsewhere.
3. Any additional costs for anything other than the outstanding balance on your *finance agreement*; this includes, but is not limited to, administration charges, maintenance charges, relief vehicle, early settlement charges and road fund license.
4. Any of your *finance agreement* instalments that are in arrears or any interest on arrears, or any deficit due to non-payment or erratic payment of any amounts that *you* should have paid under the terms of your *finance agreement* or any outstanding *negative equity* financed amount transferred from any previous finance agreement including "Cash Back" to your current *finance agreement*.
5. If the event causing the *total loss* is occasioned by your deliberate act or with your consent.
6. If the claim or loss is caused by *you* taking part (either directly or indirectly) in a crime.
7. Drink driving offence or *you* being under the influence of drugs.
8. The amount of any policy excess on your *motor insurance policy* exceeding £250.
9. Your *motor insurance policy* insurer replacing your *motor vehicle* or offering you a replacement vehicle in settlement which you decline.
10. Your *motor insurance policy* insurer offers to repair your *motor vehicle* but *you* have instead requested the claim to be dealt with on a *total loss* basis.
11. If the claim or loss is directly or indirectly caused by 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, terrorist activity of any kind.
12. If the claim or loss is directly or indirectly caused by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
13. Any VAT element of any claim where *you* are VAT registered.
14. Any deduction by your Motor Insurer for any unrepaired pre-accident damage.

## Claims procedure

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. If you need to make a claim under your policy please telephone AMS Insurance Services Ltd. on 01869 232563 Email: claims@ams-gap.com. Their address is: 52 Heyford Park House, Upper Heyford, Oxfordshire OX25 5HD.

You should make a claim and provide all necessary proof as soon as possible after the event leading to the *total loss* of the *motor vehicle*, but in any event within 120 days of the date of *total loss*. If you do not do this payment of your benefit may be delayed or reduced. We may provide an extension of that period if you make a request in writing giving a reasonable explanation for the delay.

Your claim must be accompanied by a copy of any *finance agreement*, settlement statement for your *finance agreement* incorporating a breakdown of any arrears or interest on the arrears and interest rebate, a copy of your motor insurance certificate, a copy of the statement by your *motor insurance policy* insurer disclosing in full the basis of the calculation used in arriving at the *motor insurance settlement* amount and evidence of payment of the *motor insurance settlement*, your fully detailed vehicle purchase order and invoice, plus this insurance certificate.

We may require other documents to validate your claim and it is your responsibility to provide these.

Documents must be certified as correct by an official of your *motor insurance policy* insurer and your lender. We will give you information on how to complete your claim form and tell you any other details that are required.

## Claims conditions

If you have another similar insurance with us or with any other insurer, in respect of the same *motor vehicle* then we reserve the right to reduce any benefit we may pay on this policy.

## Fraudulent claims or misleading information

We take a robust approach to fraud prevention in order to keep premium rates down so that you do not have to pay for other people's dishonesty. If any claim made by you or anyone acting on your behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, we may:

- not pay your claim; and
- recover (from you) any payments we have already made in respect of that claim; and
- terminate your insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If your insurance is terminated from the time of the fraudulent act, we will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

## General conditions

### Improving your vehicle, renegotiating your finance agreement

If you add to, or make any improvements to the *motor vehicle* or renegotiate any term(s) of the *finance agreement*, you must tell ALAIB immediately. Contact details on page 1. If you do not, payment of your benefit may be delayed or reduced. When you tell ALAIB, an additional premium may be required.

## Subrogation

We may, at our discretion, take any steps at our cost in your name against any person, including but not limited to, your *motor insurance policy* insurer, to recover any money paid in settlement of your claim. You must give us all the assistance that is necessary.

## Policy Transfer

Your policy is only transferable under the following conditions:

- If, in the event of a total loss and your motor insurer replaces *your motor vehicle* with one of the same make, model and specification, we will provide a new GAP Policy for this *motor vehicle* for the term and cover of *your* original GAP Policy free of charge. There is no administration or transfer fee.
- 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.
- If *you* sell or change *your motor Vehicle*, provided that no claim has been made under this Insurance, *you* may transfer this policy to the eligible replacement vehicle, as long as the new vehicle purchase price is not greater than the original vehicle purchase price, subject to *our* agreement. There is no administration or transfer fee.

## Policy Cancellation

### Within The 30 Day Cooling Off Period

*You* may cancel this insurance, without giving reason by advising ALAIB within 30 days of it starting. *You* will receive a full refund of all premium paid from ALAIB provided that no claim has been made and *you* do not intend to make a claim.

### After The 30 Day Cooling Off Period

To cancel your policy after the cooling off period, please contact ALAIB Limited

If *you* wish to cancel this insurance after the cooling off period then, provided no claim has been made, *you* will receive a straight pro-rata refund of premium proportionate to the unexpired days remaining of the term of the insurance less an administration fee of £35.

## Certification of cover

This certificate and *schedule* are issued to *you* by AMS Insurance Services Limited in its capacity as agent of the Insurer, Lloyd's Syndicate 4444, under contract reference B6839EW0162018. In exchange for *you* paying the premium amount referenced in *your 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.

Signed by:

*Peter McKenna*

Authorised Signatory of AMS Insurance Services Limited.

## Customer Complaints

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you wish to make a complaint, you can do so at any time by referring the matter to either AMS Insurance Services or the Complaints team at Lloyd's.

The address of AMS Insurance Services is:

AMS Insurance Services Ltd  
Heyford Park House  
Heyford Park  
Upper Heyford  
Oxfordshire OX25 5HD.  
Tel: 01869 232563  
Email: [info@ams-gap.com](mailto:info@ams-gap.com)

The address of the Complaints team at Lloyd's is:

Complaints  
Lloyd's  
One Lime Street  
London EC3M 7HA

Telephone: 020 7327 5693  
Fax: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).  
Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If you have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

### **Premiums and Claims – Your Rights**

When handling premium payments from *you* that are due to *us*, and when handling any premium refund due to *you*, ALAIB Limited and or AMS act as *our* authorised agents. This means that when *you* pay a premium to ALAIB or AMS it is deemed to have been received by *us*, and that any premium refund paid by ALAIB or AMS is not deemed to have been paid until *you* have received the payment.

Also, when AMS handle a claim *you* make under this policy they act as *our* authorised agents. This means that any valid claim *you* make with AMS which is to be settled by a payment, is not deemed to have been settled until *you* have received the payment

### **Law & Jurisdiction**

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the scheme if we are unable to meet *our* obligation to *you* under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk)

### **Data Protection Notice**

We and AMS Insurance Services Limited are the data controllers (as defined by the Data Protection Act 1998 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process *your* personal information.

For full details of what data we collect about *you*, how we use it, who we share it with, how long we keep it and *your* rights relating to *your* personal data, please refer to *our* [Privacy Notice](#) which will be available on *our* website [www.canopus.com](http://www.canopus.com).

If *you* do not have access to the Internet, please write to the Group Data Protection Officer (address below) with *your* address and a copy will be sent to *you* in the post.

In summary:

We and AMS Insurance Services Limited may, as part of *our* agreement with *you* under this contract, collect personal information about *you*, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

We and AMS Insurance Services Limited may collect and process *your* sensitive personal information, such as information about any criminal convictions or offences, for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

*Your* personal information may be shared with third parties which supply services to *us* or which process information on *our* behalf (for example, premium collection and claims validation, or for communication purposes related to *your* cover). We will ensure that they keep *your* information secure and do not use it for purposes other than those that we have specified in *our* [Privacy Notice](#).

Some third parties that process *your* data on *our* behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

We and AMS Insurance Services Limited will keep *your* personal information only for as long as we believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

We will share *your* information if we are required to by law. We may share *your* information with enforcement authorities if they ask *us* to, or with a third party in the context of actual or threatened legal proceedings, provided we can do so without breaching data protection laws.

If *you* have any concerns about how *your* personal data is being collected and processed, or wish to exercise any of *your* rights detailed in *our* [Privacy Notice](#), please contact

Group Data Protection Officer  
Canopus Managing Agents Limited  
Gallery 9  
One Lime Street  
London EC3M 7HA  
UK  
[privacy@canopus.com](mailto:privacy@canopus.com)  
T + 44 20 7337 3700

### **Disclosure of Important Information**

In accepting *your* application for this insurance, we have relied on the information *you* have given *us*. *You* must take reasonable care to provide complete and accurate answers to the questions asked when *you* take out or make changes to *your* policy. If the information provided by *you* is not complete and accurate the extent of cover may be affected and we:

- may cancel *your* policy and refuse to pay any claim;
- may not pay any claim in full.

If *you* become aware that any information *you* have given is incomplete or inaccurate, please contact AMS Insurance Services Limited (AMS) at Heyford Park House, Heyford Park, Upper Heyford, Oxfordshire, OX25 5HD as soon as possible.

We will write to *you* if we:

- intend to cancel *your* policy; or
- need to amend the terms of *your* policy; or require *you* to pay more for *your* insurance.

### **Several Liability**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### **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

**“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 AMS or the AMS authorised motor dealer/broker, receives the premium payable for cover or the date given on *your schedule*, whichever is later.

**“Finance Agreement”** means the original, contract hire agreement between *you* and the *lender* for the use of the *motor vehicle*.

**“GAP Insurance settlement”** means the difference between *your motor insurance settlement* and the early settlement amount required under *your finance agreement* plus any excess deducted by *your* motor insurer up to a maximum of £250 in the event of a *total loss* of *your motor vehicle*, excluding any insurance premiums, road fund licence, new vehicle registration fee, fuel, paintwork and/or upholstery protection kits and we would not pay any outstanding balance relating to such items).

**“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 Insurance settlement”** means the amount that you receive from your motor insurer under your motor insurance policy following a claim for the total loss of the insured vehicle.

**“Motor vehicle”** means the passenger car as identified in the *schedule* that is made for private or business use on the public highway and has a value that does not exceed £100,000.

**“Negative equity”** means any amount transferred from any previous finance agreement including “Cash Back” to your current finance agreement.

**“Original purchase price”** means the price paid by *you* or the finance company under *your finance agreement* for the *motor vehicle* (including all factory fitted accessories) and after any discount given but does NOT include the cost of road fund licence, new vehicle registration fee, fuel, paintwork and/or upholstery protection kits, insurance premiums (including the premium for this policy), warranty premiums, dealer fitted accessories, any finance arrears and any such associated costs and any *negative equity*.

**“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*.

**“Schedule”** means the schedule attaching to this certificate.

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

**“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 Lloyd’s Syndicate 4444 which is managed by Canopus Managing Agents Limited.

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