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# GAP Insurance

For when you know what you like

## *Hello from ME*

Thanks for choosing MotorEasy, the UK's most dynamic motoring solution.

This booklet is designed to give you more detail about your GAP Insurance policy, and explains how to claim in the event of a vehicle write-off.

This GAP Insurance policy is designed to work in conjunction with your car insurance policy, in the event of a write-off we will help you to replace your vehicle or settle any outstanding finance.

Thank you for protecting your vehicle with us. MotorEasy also provide convenient and hassle-free MOT testing, servicing, repairs and warranties. If you require any help, or would like to discuss our other products or services, please feel free to contact our team via your MotorEasy account on our website.

Finally, if you feel that you are not getting great service from us - please let me know.

A handwritten signature in white ink, appearing to read 'Duncan'.

Duncan McClure Fisher  
MotorEasy CEO

[duncan@motoreasy.com](mailto:duncan@motoreasy.com)

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# *Introduction and Contractual Agreement*

## Introduction and Contractual Agreement

Thank you for buying your GAP Insurance from MotorEasy. There are 2 types of Guaranteed Asset Protection (GAP) Insurance in this policy booklet which are:

- Return to Value (RTV);
- Return to Invoice (RTI).  
(Includes Contract Hire & Leasing Terms).

The GAP policy you have chosen is shown on **your schedule of cover**. If you have any queries regarding **your cover** please get in touch.

If during the **period of insurance your insured vehicle** is subject to a **total loss** claim and is written off by **your comprehensive motor insurer**, subject to terms and conditions of this policy, **we** will pay **you** the difference between:

**RTV:** the **motor insurance settlement** paid by **your motor insurer** and the **insured value** at the **start date** ;

**RTI:** the **motor insurance settlement** and the **net invoice price** you originally paid for **your insured vehicle** or, the **motor insurance settlement** and the amount required to settle **your outstanding finance balance**, depending on which amount is greater.

Note: If you have purchased **your insured vehicle** under a Contract Hire or Leasing Agreement, the RTI Policy will pay the difference between the **motor insurance settlement** and the Lease Termination Charge required by the Leasing Company.

**Your schedule of cover** sets out the details of **you, your insured vehicle**, the **period of insurance** and the type of cover that **you** have selected.

### Understanding your policy

Please read this policy and **your schedule of cover** carefully so **you** know what cover is provided, what is excluded and what **you** should do if **you** need to claim. Failure to comply with the policy terms and conditions may jeopardise the payment of any claim which might arise and could lead to the policy becoming void. Please ensure **you** keep this policy and **your schedule of cover** in a safe place so **you** can read it again if **you** need to.

Please check that the information contained in **your schedule of cover** is correct, that the policy meets **your** requirements and the **insured vehicle** is covered for the correct value under **your motor insurance policy**.

Defined words are shown in “**bold**” wherever they appear.

## Introduction and Contractual Agreement

This policy wording is evidence of a legally binding contract of insurance between **you** and Motors Insurance Company Limited (hereinafter known as the '**insurer**', '**we**', '**us**', '**our**'). Registered Office: Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG. Registered in England; company number 02678367.

Motors Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202875. This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

**We** will provide cover under the terms, exceptions, conditions and any **endorsement** of this policy, relating to any **period of insurance** for which **we** have accepted **your premium**, and **you** have made payment in full or have entered into an agreement to pay **your premium**. This contract is based on **your application** (or any statement of facts or statement of insurance **we** prepare using the information **you** have provided), and any declaration **you** make.

This policy is administered by Car Care Plan Limited (hereinafter known as the '**administrator**').

Car Care Plan Limited is authorised and regulated by the Financial Conduct Authority.

## *Introduction and Contractual Agreement*

### **Contact details**

If **you** need to contact **us**, **you** should use the relevant contact details of **our administrator** as set out below:

For general enquiries, amendments, or cancellations login to **your MotorEasy** account on the MotorEasy web portal, send a message to [admin@motoreasy.com](mailto:admin@motoreasy.com), call 0344 573 8069 or **you** can contact **us** in writing via the **administrator's** address below:

Car Care Plan Limited  
Jubilee House  
5 Mid Point Business Park  
Thornbury  
West Yorkshire  
BD3 7AG.

If you need to make a claim please refer to the Section "how to make a claim" on pages 21 -23.



## *Definitions*

The following terms have the same meaning throughout this document where they appear in bold.

## Definitions

**Administrator** means Car Care Plan Limited. Registered Office: Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG. Registered in England No: 850195.

**Application** means any written or oral declaration together with any additional information **you** may have supplied to the **insurer** in connection with this insurance.

**Date of total loss** means the date of the **incident** that gives rise to **your** claim for the **total loss** of the **insured vehicle**.

**Eligible vehicle** means the vehicle shown on **your schedule of cover**.

**End date** means the date this insurance cover ends, see 'When **your** cover ends' page 26.

**Endorsement** means statements, found in **your schedule of cover**, that either show changes to the terms of **your** policy or terms that apply specifically to **you**.

**Financial interest** means suffering financial detriment in the event of a **total loss**.

**Glass's Guide** means the car values guide published monthly by Glass's Information Services Limited, used for assessing vehicle values (refer to: [www.glass.co.uk](http://www.glass.co.uk)).

**Grey import** means any imported vehicle (unless specifically manufactured as right hand drive and purchased from a United Kingdom distributor authorised by the manufacturer of the vehicle).

**Incident** means the initial cause which results in **total loss** of the **insured vehicle**.

**Insured value** means the lower of **Glass's Guide** retail value for a vehicle of the same make, model and specification level, age, mileage and overall condition at the **start date** (or an equivalent published value if the **Glass's Guide** retail value is no longer available).

**Insured vehicle** means an **eligible vehicle**, being purchased by **you**, specified on the purchase invoice and declared on the **schedule of cover** which has a maximum retail price when new, of £75,000.

**Lease agreement** means the contract hire or lease agreement with the **lease company** relating to **your vehicle** for the use of **your vehicle**.

**Lease company** means an authorised United Kingdom **lease company** with whom **you** have a lease or contract hire agreement in respect to **your vehicle**.

## Definitions

**Lease early termination charge** means the net balance required by the **lease company** at the date of the **total loss** to settle the indebtedness under the **lease agreement**, excluding any arrears, all maintenance, road fund licence fee, insurance premiums, recoverable VAT, excess mileage charges, excess wear and tear charges, and any uncollected **premium** under this policy.

**Market value** means the retail **market value** based on that listed in the current **Glass's Guide** for purchasing, or replacing, the **insured vehicle** with one of the same make, model, trim level, recorded mileage and being in a similar condition. Where **Glass's Guide** is not available or there is a dispute over valuation, **we** will consider alternative equivalent motor trade publications such as Parkers car valuations.

**MotorEasy Account** is **your** online account through which policies are managed, enquires are made and claims submitted.

**Motor insurance policy** means a fully comprehensive **motor insurance** policy issued by a United Kingdom authorised **motor insurer** to **you** covering the **market value** of the **insured vehicle**, and which is maintained throughout the **period of insurance**.

**Motor insurance settlement** means the money that **you** receive from the **motor insurer** following a claim for the **total loss** of the **insured vehicle**.

**Motor insurer** means the company that issued a comprehensive **motor insurance policy** relating to the **insured vehicle**.

**Negative equity** means any amount outstanding on a previous loan or finance agreement relating to a previous vehicle owed by **you** which inflates the purchase price of the **insured vehicle**.

**Net invoice price** the purchase price of your **Vehicle** as confirmed in the net sales invoice which includes delivery, factory fitted accessories and dealer fitted options but excludes any insurance premiums. **We** exclude all deposit allowances, discounts, rebates, concessions, cashbacks, incentives and contributions. **We** also exclude new vehicle registration fees, road fund licence fee, number plates, warranty costs, fuel, paintwork protection applications, other extras, arrears or negative equity.

**Outstanding finance balance** means the amount owing to the finance company at the time of the **total loss** relating to the **insured vehicle**, less any arrears, rebates or refunds for other insurance products.

**Period of insurance** means the period between the **start date** and the **end date**.

**Premium** means the amount payable by you (and any taxes or charges thereon, including a non-refundable £35 admin fee) for GAP insurance under this policy.

**Schedule of cover** means the document that names **you** as the policyholder and sets out what this policy covers **you** for. **We** will replace **your schedule of cover** if **you** make any changes to the policy during the **period of insurance**.

## Definitions

**Start date** means the date shown on **your schedule of cover** as the date this insurance cover commences.

**Territorial limits** England, Scotland, Northern Ireland, Wales, the Isle of Man and the Channel Islands. Your Vehicle is also covered in the European Union and any other country shown on an International Motor Insurance Card (“Green Card”) for as long as You maintain a comparable level of cover on Your Motor Insurance Policy as in the United Kingdom and that this cover is in force on the date of an incident that results in a Total Loss.

**Total loss** means when the **insured vehicle** is the subject of accidental damage, fire or theft to the extent that a claim is paid as full and final settlement under the **motor insurance policy** and the **insured vehicle** becomes the property of the **motor insurer**.

**We, us, our, insurer** means Motors Insurance Company Limited. Registered Office: Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG. Registered in England; company number 02678367.

**You, your, yourself** means either:

- (i) a private individual or a sole trader who is eligible for cover under Section 4 (i) below and whose name appears as the **insured** on the **schedule of cover**; or
- (ii) a partnership, which in the name of at least one partner, appears as the insured providing the partner fulfils the criteria set out in Section 4 (i) (a) and the partnership fulfils the criteria set out in Section 4 (ii) and whose name appears as the insured on the **schedule of cover**; or
- (iii) a limited company or other legal entity which is eligible for cover under Section 4 (ii) below and whose name appears as the insured on the **schedule of cover**.



*Eligibility*

## Eligibility

- (i) an individual or sole trader will be eligible for this insurance cover if he or she:
  - (a) is at least 18 years of age at the **start date**; and
  - (b) is resident in the England, Scotland, Northern Ireland, Wales, the Isle of Man or the Channel Islands at the **start date** and remain so throughout the **period of insurance**; and
  - (c) is the owner or registered keeper of the **insured vehicle** or is the spouse or civil partner of the owner and registered keeper of the **insured vehicle** and who has **financial interest** in the **insured vehicle** or is the lessee identified in a **lease agreement** relating to the **insured vehicle** ; and
  - (d) holds a valid, current full driving licence; and
  - (e) is the policyholder or a named driver on the **motor insurance policy**; and
  - (f) has paid the **premium** and agreed to comply with the terms and conditions of this policy.
- (ii) a partnership, limited company or other legal entity will be eligible for this insurance cover if it:
  - (a) is permanently situated, and in the case of a limited company, registered in the England, Scotland, Northern Ireland, Wales, the Isle of Man or the Channel Islands;
  - (b) has purchased the **insured vehicle** with either their own monies or, if applicable, with monies advanced under a finance agreement;
  - (c) has a **motor insurance policy** in place covering the **insured vehicle** for the lifetime of this policy;
  - (d) is the registered keeper of the **insured vehicle**;
  - (e) has applied for insurance cover, or if a partnership, at least one partner has in the name of the partnership applied for insurance cover; and
  - (f) has paid the **premium** and agreed to comply with the terms and conditions of this policy.
- (iii) **Eligible vehicle** - a vehicle can only be considered as the **insured vehicle** under this policy if it:
  - (a) is less than 10 years old;
  - (b) has covered less than 100,000 miles;
  - (c) has a recorded **insured value** of less than £75,000;
  - (d) is a car or light commercial vehicle (LCV) weighing less than 3,500 kg Gross Vehicle Weight (GVW). This does not include scooters, motorcycles, buses, coaches, LCVs greater than 3,500 kg GVW, trucks, heavy goods vehicles (HGVs) taxis, driving school vehicles or vehicles used for hire or reward;
  - (e) has no modifications other than in accordance with manufacturers' specifications;
  - (f) it is listed in **Glass's Guide**; and
  - (g) is a United Kingdom specification vehicle, built for principal sale in the United Kingdom and is not classed as a **grey import**.

 *What **is** covered?*

## What is covered?

The benefits applicable to **you** depend on the type of GAP policy **you** selected when applying for this insurance.

- (i) There are 2 types of GAP insurance in this policy booklet and the type **you** have selected will be shown in **your schedule of cover**. **You** will be able to submit a GAP claim if during the

**period of insurance your insured vehicle** is subject to a **total loss claim under your motor insurance**.

Payment will be based on the type of GAP policy **you** have purchased (as listed in the following table):

Return to Value (RTV)	Return to Invoice (RTI)
<p>Covers the difference between: the <b>motor insurance settlement</b> paid by the <b>motor insurer</b> and the <b>insured value</b> at the <b>start date</b>.</p> <p>Available for vehicles purchased privately or new and used cars purchased more than 4 months ago from a VAT registered Dealer.</p> <p>Used cars must be under 10 years old and must have covered less than 100,000 miles.</p>	<p>Covers the difference between: the <b>motor insurance settlement</b> and the <b>net invoice price you</b> originally paid for <b>your insured vehicle</b>, or the <b>motor Insurance settlement</b> and the amount required to settle <b>your outstanding finance balance</b>, depending on which amount is greater.</p> <p>If you have purchased Your vehicle under a lease agreement the RTI Policy will pay the difference between the motor insurance settlement and the lease early termination charge required by the lease company.</p> <p>RTI cover is available for new and used vehicles that have been purchased from a VAT registered dealer within the last 4 months. Used vehicles must be under 10 years old and have less than 100,000 recorded miles.</p>

## What is covered?

- (ii) Where **Your Insured Vehicle** purchase price is up to £50,000, the maximum benefit payable is up to **Your Insured Vehicle** purchase price.

Where **Your Insured Vehicle** purchase price is between £50,001 and £75,000, the maximum benefit payable is £25,000. These amounts include payment of any excess you may have from your motor insurance policy up to £250.00

- (iii) **Motor Insurance Policy Excess** - we will cover up to £250 in respect of any **motor insurance policy** excess that **you** have had to pay to **your motor insurer** as part of **your total loss** claim. If liability for the **incident** is in dispute, **we** will not pay this benefit until liability is confirmed.

- (iv) The **total loss** of the **insured vehicle** must occur during the **period of insurance** and within the **territorial limits**.
- (v) **You** are covered for factory and dealer fitted optional extras and/ or accessories - applicable if **you** have a purchased RTI or RTV GAP policy.
- (vi) Where applicable, the benefits under the section What is Covered (i) to (vi) will be paid directly to **you**.
- (vii) **You** will be responsible for settling any outstanding finance arrangements **you** may have directly with **your** finance company. If **you** have a **lease agreement** or contract hire agreement, **we** will pay the difference up to the sum insured, between the **insured value** and the lease early termination charge to the lease company.

 *What **is not** covered?*

## What is not covered?

- (i) The benefit will not be paid for a **total loss** of the **insured vehicle** if:
  - (a) the **insured vehicle** is used for pacemaking, racing, speed testing, reliability trials or any other competitive event, or being used as an emergency vehicle or for hire or reward (e.g. a taxi, driving school or courier vehicle) or if the vehicle is a bus, truck, heavy goods vehicle or motorcycle;
  - (b) **Your Vehicle** if it has been modified other than in accordance with **Your Vehicle** manufacturer's specification. In this instance, cover will not be provided if **We** determine that the **Total Loss** occurred as a result of this modification;
  - (c) it was economically repairable and **you** requested and obtained a cash settlement from **your motor insurer** rather than having the remedial repairs completed;
  - (d) **you** accept a permanent replacement vehicle from **your motor insurer** under **your motor insurance policy**;
  - (e) it is not a United Kingdom specification vehicle, or it is not built for principal sale in the United Kingdom, or it is classed as a **grey import**; or
  - (f) it is owned at the **date of total loss**, temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles.
- (ii) The benefit will not be paid if the **total loss**:
  - (a) does not result in a full and final **motor insurance settlement** being paid by **your motor insurance policy**; or
  - (b) occurred before the **start date** or after the **end date**;
  - (c) is caused when the **insured vehicle** is driven, with **your** general consent, by someone who does not hold a valid driving licence or is in breach of the conditions of that driving licence;
  - (d) results from an accident when **you**, or any other person with **your** general consent drive the **insured vehicle** when intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner in respect of which a warning against driving has been given;
  - (e) results from any act or omission which is wilful, unlawful or negligent on **your** part, or on the part of any other person with **your** general consent driving the **insured vehicle**;
  - (f) is not covered by **your** comprehensive **motor insurance policy**;
  - (g) results from an **incident** outside the **territorial limits**;

## What is not covered?

- (h) is caused by or contributed to or arising from ionising radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (i) arises from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, acts of terrorism, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- (j) is not the result of an indemnity claim under the accidental damage, fire or theft sections of the **motor insurance policy**.
- (iii) **We** will not pay costs in respect of any loss of use of the **insured vehicle** or any other costs that are indirectly caused by the event which led to **your total loss** claim, unless specifically stated in this policy; or
- (iv) **We** will not pay any amount due under the finance agreement relating to any insurance premiums. **We** exclude all deposit allowances, discounts, rebates, concessions, cashbacks, incentives and contributions. **We** also exclude new vehicle registration fees, road fund licence fee, number plates, warranty costs, fuel, paintwork protection applications, other extras, arrears or negative equity;
- (v) **We** will not pay the amount of any **motor insurance policy excess** exceeding £250;

 *How to make a claim*

## How to make a claim

- (i) As soon as you think the insured vehicle may be declared a total loss we strongly advise that you contact Car Care Plan immediately, or no more than within 60 days of your total loss occurring on tel: **0344 573 8069** or email **GAPclaims@carcareplan.co.uk** before **you** accept any settlement offer from **your motor insurer** (please refer to (v) (d) below). When **you** contact **CCP** to request a claim form **CCP** will call **you** to discuss how to deal with the settlement offer from **your motor insurer**. Completion and postage of any documents **we** may require will be at **your** expense.
- If any documents requested under this Section 7 are not received promptly **our** claims assessment process will be delayed.
- We** will only ask for information relevant to **your** claim. If **you** are unable to supply any evidence **we** require listed in this Section, then **we** may ask **you** for alternative evidence to support **your** claim.
- (ii) To be able to process **your** claim quickly **we** may request that **you** send **us** a fully completed claim form including the signed declaration, along with:
- (a) written confirmation from **your motor insurer**
    - (i) that the **motor insurer** has paid the **motor insurance settlement** following **your** claim for **total loss**; and
    - (ii) the terms on which the **motor insurance settlement** was made.
  - (b) **your** up to date **motor insurance** schedule; and
  - (c) the original purchase invoice in respect of the **insured vehicle**;
  - (d) a copy of **your finance agreement**, written confirmation from **your finance company** of the early settlement amount and the terms on which it has been calculated - if applicable.

## How to make a claim

- (iii) **We** may at any time request **you** to provide **us** with additional proof in order to validate **your** claim. These can include:
  - (a) evidence that **you** were not eligible to reclaim VAT on the purchase of the **insured vehicle**; or
  - (b) evidence that the **insured vehicle** was not outside the United Kingdom for more than 30 days immediately preceding the **total loss**;
  - (c) the Vehicle Registration Document (V5);
  - (d) a copy of correspondence from the police;
  - (e) a copy of **your** Vehicle Inspection Report (VIR) - if available from **your motor insurer**;
  - (f) **your** latest MOT certificate - if the **insured vehicle** is over three years old.
- (iv) In the event of a claim **you** should contact the **CCP Claims Department** before accepting the valuation/ payout from **your motor insurer**. **We** may on **your** behalf, take over the negotiations with the comprehensive **motor insurer** with respect to **your total loss** claim.
- (v) **You** must comply with the terms and conditions of this policy. In particular, **you** must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply with them, **we** may cancel this policy, refuse to deal with **your** claim, or reduce the amount of the claims payment.
  - (a) **Malicious damage and theft**

**You** must in the case of malicious damage to or theft of the **insured vehicle** report the **incident** to the police within 24 hours of **you** being aware of the **incident** occurring and advise **us** of **your** valid crime reference number.
  - (b) **Claims procedure**

Failure to follow the claims procedure set out in this policy may result in non-payment of **your** claim.

## How to make a claim

(c) Where **we** make a payment to **you** under this policy for something which a third party is responsible for, **we** may at **our** expense take steps against that third party in **your** name, to obtain reimbursement or compensation from that third party. **You** will at **our** request and at **our** expense help **us** in the conduct of those proceedings including any court proceedings by giving **us** any information **we** require and by carrying out any other act **we** request which will help **us** to recover these payments from the third party.

(d) **Offer of settlement**

If **you** decline the offer of a replacement vehicle under the terms of the **Motor Insurance Policy**, or **you** are eligible for a replacement vehicle under **your Motor Insurance Policy** but **you** choose to pursue Your claim via an **Accident Management Company**, then the **Administrator** will settle the claim based on the value of the replacement vehicle and not the settlement figure offered under the **Motor Insurance Policy**

Note this may result in no **Sum Insured** being paid.

The **Administrator** reserves the right to subject **your Vehicle** to independent inspection.

If **you** accept a **Motor Insurance Settlement** from the **Motor Insurance Policy** before contacting the **Administrator**, **we** reserve the right to contact the **Motor Insurer** in **your** name to assess the offer of settlement and where necessary seek settlement in-line with the **Market Value (Glass's Guide Retail)** at time of **your Vehicle** being declared a **Total Loss**.

Any actions **we** take in **your** name in relation to the **Motor Insurance Settlement** will not affect the payment of a claim under **your Asset Protection Policy**.

(vi) If **we** make any payments as a result of dishonesty or exaggerated behaviour by **you** (or by someone acting on **your** behalf) **we** may demand that any payments made by **us** are paid back. **We** may take legal action against **you** for the return of such monies and **we** may demand that **you** reimburse **us** for any costs incurred.



*When your cover ends*

## When your cover ends

The **end date** will be the earliest of:

- (i) the date of expiry as shown in **your schedule of cover**;
- (ii) the date on which the **insured vehicle** is repossessed, if the **insured vehicle** is purchased with a **finance agreement**;
- (iii) the date on which a claim is paid in respect of the **insured vehicle** under this policy;
- (iv) the date on which **we** advise **you** that **your** insurance cover is terminated;
- (v) the date the **insured vehicle** is sold or transferred by **you** to a new owner;
- (vi) the date on which **you** cease to have a comprehensive **motor insurance policy** in place covering the **insured vehicle**;
- (vii) the date **you** are no longer a resident in the United Kingdom.

The policy is non-renewable.

 ***Cancellation***

## Cancellation

### Your right to cancel

If this policy does not meet **your** needs, **you** have 30 days from the date **you** received **your** policy documents to cancel the policy and obtain a full refund.

If **you** wish to cancel **your** policy after this 30-day period, **you** can cancel at any time up to the **end date** of **your** policy and receive a pro rata refund. If **you** have paid for **your** policy in a single advance payment, as opposed to by instalments, provided **you** have not made a successful claim, the **administrator** will provide **you** with a refund proportional to the length of time the policy has been in force which will be calculated from the date **your** request to cancel is received. An administration fee of £35 will be deducted from the calculated amount prior to any refund being paid.

If **you** have paid for **your** policy by instalments, any refund amount owed to **you** will be calculated in line with the following rules. Where **you** have paid all the instalment payments, **we** will calculate the refund as above. Where **you** have not paid all the instalment payments, **we** will calculate the refund as above and: 1. If the refund **you** are eligible for is in excess of the total outstanding instalment payments **you** owe, **we** will pay the difference directly to **you**; or 2. If the refund **you** are eligible for is less than the total outstanding instalment payments **you** owe, **you** will not receive a refund. The refund will be applied as part payment of **your** total outstanding instalment payments. **You** will continue to be responsible for paying the remaining outstanding payments until the balance calculated at

the time of notice of cancellation received by the **administrator** has been settled.

To cancel **your** policy please make contact via **your MotorEasy** account or call MotorEasy on 0800 131 0001 or write to:

MotorEasy, 60 Portman Road, Reading, RG30 1EA.

Please note that **we** will not give **you** a refund if **you** have already made a successful claim on **your** policy.

Please allow up to 28 days for **your** cancellation and refund to be processed.

### Our right to cancel

- (i) **We** may cancel **your** policy at any time by sending seven days' written notice to **your** last known address. **We** will allow a refund, less an amount equal to the period of cover **you** have received, as long as **you** have not made any claims and do not intend to make a claim.

**We** may cancel **your** policy due to **your** non-payment of **premium**, if **you** use threatening or abusive behaviour or language or **we** have reasonable suspicion of fraud. This is not an exhaustive list.



# *General conditions*

## General conditions

- (i) Unless **you** have Return to Value cover and unless written permission to the contrary is given by the **administrator**, Return to Invoice cover under this policy must be purchased within 120 days of the delivery of the **insured vehicle**.
- (ii) Where applicable, if **you** decline the offer of a replacement vehicle under the terms of the **motor insurance policy** then **we** reserve the right to settle the claim using the cost of a replacement vehicle at the **date of total loss** by reference to **Glass's Guide** retail value as the current replacement price. Please note that if **you** decline the offer of a replacement vehicle, then this may result in no benefit being paid to **you**.
- (iii) This policy is not renewable.
- (iv) **You** must respond honestly to any request for information **we** make when **you** take out cover under this policy, or apply to vary **your** cover under this policy. In the event that any statement of fact **you** make is untrue or misleading, this may affect the validity of **your** policy, and whether **you** can make a claim.
- (v) **You** must not continue to drive the **insured vehicle** after any damage or **incident** if this could cause further damage to the **insured vehicle**.
- (vi) The policy has been issued based upon information, which **you** have given to **us** about **yourself**, and the **insured vehicle**. **You** have a duty to tell **us** immediately of any changes to this information in particular any of the following: change of address, or use of the **insured vehicle** e.g. being used for private hire. Failure to do so may invalidate **your** cover under this policy. **We** will then advise **you** of any changes in terms.
- (vii) This policy, **schedule of cover**, **your application** together with any other statement made or supplied by **you** or on **your** behalf, on which **we** or the **administrator** have relied upon when accepting **your** policy, shall constitute the entire contract between **you** and **us**. The provisions of the contract are, where their nature permits, conditions precedent to **our** liability.
- (viii) If the risk covered by this policy is also covered by any other insurance or warranty then **we** shall only be responsible for paying a fair proportion of any benefit which **we** would otherwise be due to pay.
- (ix) **You** cannot transfer this policy to any other person or use this policy as security for any debt or obligation in any manner whatsoever.
- (x) In the event that **Your Vehicle** is declared a **Total Loss** by the Motor Insurer, whereby the **Motor Insurer** has provided **you** with a replacement vehicle or **your Vehicle** is replaced under a manufacturer's or dealer's warranty, **you** may transfer this policy to the replacement vehicle subject to the following terms and conditions:

## General conditions

The **Total Loss** has occurred within 12 months of the **Start Date** of this policy; and

The replacement vehicle must have been provided by the **Motor Insurer** in settlement of a claim for the **Total Loss of Your Vehicle**; and

The **Start Date** of the policy will remain the same; and

The **Period of Insurance** will remain the same; and

**You** have not made a claim under Your policy relating to **your Vehicle** or **Motor Insurance Excess**.

If **you** have taken out a **Finance Agreement** to purchase **your Vehicle**, the **Purchase Price** of **your** original vehicle will be used to calculate any future claim under this policy, irrespective of whether the **Purchase Price** of the replacement vehicle is higher or lower than **your** original vehicle.

**How to Transfer** Write to the **Administrator** within 30 days of having taken delivery of the replacement vehicle. Please provide a copy of the original invoice for **Your Vehicle** and a copy of the invoice for the replacement vehicle.

- (xi) When **your** cover under this policy ends it will not have a surrender or cash value.
- (xii) This policy is governed by English law. Any legal proceedings will be held in the courts of England and Wales unless **you** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case **you** will be entitled to commence legal

proceedings in **your** local courts and all communication will be in English.

- (xiii) Motors Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the **Insurer** is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit. For further information about the scheme (including the amounts covered and eligibility to claim) you can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit the website [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.
- (xiv) To improve the quality of **our** service, **we** may be monitoring and recording some telephone calls.
- (xv) **We** have a regulatory obligation to prevent fraud. In the event of a claim, any information **you** have supplied relevant to this insurance and on the claim form, together with other information relating to the claim may be shared with other insurers in order to prevent fraudulent claims.
- (xvi) Failure to comply with any condition of this policy may result in the suspension or the stopping of benefit.
- (xvii) **Fraudulent Claims or Misleading Information** - **We** take a robust approach to fraud prevention. If any claim under this insurance

## General conditions

is fraudulent or intended to mislead, or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, **your** right to any benefit under this insurance will end, **your** cover will be cancelled and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the police.

- (xviii) **Contracts (Rights of Third Parties) Act 1999** - This insurance is a legally binding contract between **you** and **us** and does not give, or intend to give, rights to anyone else. Only **you** or **us** can enforce the terms of this contract.
- (xix) **Sanctions** - **We** will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
- (xx) **Other Insurance** - If **you** wish to make a claim under this policy but have already claimed, or intend to claim, for the same loss under another insurance policy, **we** will only pay **our** share of the claim.
- (xxi) **Subrogation** - **We** may, at **our** own expense, take proceedings in **your** name to recover compensation from any third party in respect of any indemnity provided under this insurance. Any amounts that are recovered will belong to **us** and **you** must provide all reasonable assistance to help **us** obtain a recovery.

### (xxii) **Consumer Insurance (Disclosure & Representations) Act 2012 and Insurance Act 2015**

**You** are required by the provision of these Acts to take care to supply accurate and complete answers to all the questions in the application and to make sure that all information supplied is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim. **We** may also recover any monies **we** may have paid under this policy.

Under English Law it is an offence to make a false statement or to withhold any material information in order to obtain a schedule of insurance.

**We** reserve the right to decline any insurance risk or to change the **premium** and the terms quoted.

 ***Complaints Procedure***

## Complaints Procedure

We hope that **you** will be pleased with the service **we** provide. In the unlikely event of a complaint, **you** should contact the **administrator** in the first instance on 0344 573 8069, or in writing to: The Customer Services Manager, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

**You** can also email **us** at [complaints@carcareplan.co.uk](mailto:complaints@carcareplan.co.uk)

If it is not possible to reach an agreement, **you** also have the right to ask the Financial Ombudsman Service to review **your** case. The right to apply to the Ombudsman must be exercised within six months of the date of **our** final decision. For more information **you** can visit the Financial Ombudsman Service website:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or write to:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123.

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.

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman Website at [www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org).

The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process in the event that **you** are not satisfied with the outcome of a concern.

For further information, **you** can visit The Motor Ombudsman website at [www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org) or call their Information Line on 0345 241 3008.



Motor Industry Code of Practice for

**Vehicle Warranties**



# *Privacy and Data Protection Notice*

## Privacy and Data Protection Notice

### 1. DATA PROTECTION

Car Care Plan Limited (the “Data Controller”) are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which the Data Controller processes **your** personal data. For more information please visit [www.view-privacy-policy.co.uk](http://www.view-privacy-policy.co.uk).

### 2. USE OF YOUR PERSONAL DATA

The Data Controller may use the personal data it holds about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **you** with information, products or services that **you** request from the Data Controller or which the Data Controller feels may interest **you**. The Data Controller will also use **your** data to safeguard against fraud and money laundering and to meet the Data Controller’s general legal or regulatory obligations.

### 3. DISCLOSURE OF YOUR PERSONAL DATA

The Data Controller may disclose **your** personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller’s behalf. These include group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 4. INTERNATIONAL TRANSFERS OF DATA

The Data Controller may transfer **your** personal data to destinations outside the European Economic Area (“EEA”). Where The Data Controller transfers **your** personal data outside of the EEA, the Data Controller will ensure that it is treated securely and in accordance with the Legislation.

## Privacy and Data Protection Notice

### 5. YOUR RIGHTS

**You** have the right to ask the Data Controller not to process **your** data for marketing purposes, to see a copy of the personal information held about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask for a copy of **your** data to be provided to any controller and to lodge a complaint with the local data protection authority.

### 6. RETENTION

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the contract, or the Data Controller's business relationship with **you**, unless the data must be retained for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning the Data Controller's use of **your** personal data, please contact

**The Data Protection Officer, Car Care Plan Limited, Jubilee House,  
5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG,  
England.**



*Insurance Policy  
Information Documents*

## *Insurance Policy Information Documents*

Please click on the links below to find the Insurance Policy Information Document for your policy

[Return to Invoice Insurance \(RTI\)](#)

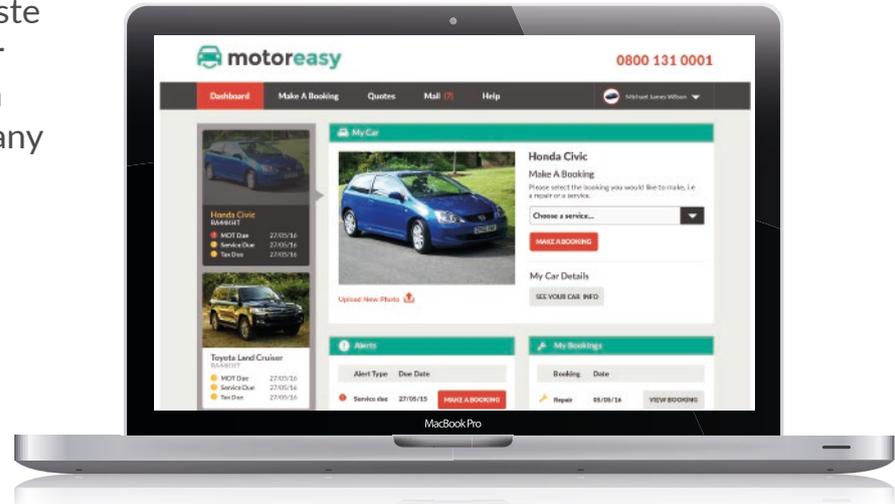
[Return to Value Insurance \(RTV\)](#)

## Your simple online account

It's important to me that you don't waste your time worrying about anything car related, which is why we've created an online solution for you, accessible on any device.

Within your MotorEasy account you can do all of the following:

- ✔ Book your MOT, Service or Repair, 24/7;
- ✔ Manage your warranty;
- ✔ Track your booking;
- ✔ Add a car, as many as you like;
- ✔ Update or amend your details;
- ✔ View messages, alerts and reminders;
- ✔ See a live valuation of your car;
- ✔ View all documents relating to your car;
- ✔ View your car's feed including:
  - recent repairs;
  - reliability;
  - recalls.



*What are you waiting for, login and make it personal!*



# I MotorEasy *because...*

*"I get more car for my money"*  
**CAR LEASING**

*"I have complete confidence"*  
**GAP INSURANCE**

*"For those just in case moments"*  
**CAR WARRANTY**

*"I get what I want"*  
**CAR FINANCE**

*"Everything is done for me"*  
**SERVICE & MOT**

*"I always get great value"*  
**TYRES & INSURANCE**

*"I trust the team of experts"*  
**REPAIRS**

