

Purchase Price Protection Insurance

Terms and Conditions

Understanding the Policy

In order to ensure that this product provides **You** with the cover **You** require **We** would recommend that **You** carefully read this section which contains a copy of the full **Policy** terms and conditions. Please make sure **You** understand and fully comply with its terms and conditions before purchasing this product. Should **You** require clarification on any aspect of the **Policy** wording prior to purchase please seek guidance either from the dealer arranging **Your** insurance, or directly from the **Scheme Administrator** (Car Care Plan). Failure to comply with the terms and conditions may jeopardise the payment of any claim and could lead to the **Policy** becoming void.

The Policy

We will provide the insurance as stated in this brochure. **Your Proposal/Sales Invoice**, which includes the signed declaration and the undertaking to pay the premium, is the basis of the contract and forms part of the **Policy**. This brochure contains details of the insurance cover available, what is excluded from the cover and the conditions of this insurance.

Contract of Insurance

The **Certificate of Insurance** is evidence of a contract of insurance. The **Certificate of Insurance** will contain **Your** details, details of the **Vehicle** and the **Period of Insurance**. Please check that the information contained in this is correct and that it meets **Your** requirements. If it does not, please contact the **Scheme Administrator** who arranged this insurance for **You**. This **Policy** is not transferable.

Legal Rights

This insurance is in addition to **Your** legal rights and is not to be substituted for the suppliers liability if the **Vehicle** is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear with a capital letter and in **bold**.

1. **Date of Loss** means the date of the incident to the **Vehicle** in respect of which a **Total Loss** is subsequently paid under **Your Motor Insurance Policy**.
2. **Early Settlement Amount** means the amount required to settle the finance agreement at the **Date of Loss** excluding any amount carried over from a previous finance agreement, any insurance premiums, additional interest charges, discounts, incentives and cash backs, arrears, title discharge fees and any other financed amount not relating specifically to the **Vehicle**.
3. **Geographical Limits** means the area in which this **Policy** is effective and are Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, member countries of the European Community and any other country for which an international motor insurance card ("Green Card") in respect of the **Vehicle** is effective at the **Date of Loss**.
4. **Insured Value** means the amount **You** receive under the **Motor Insurance Policy** as a result of a **Total Loss** of the **Vehicle**.
5. **Invoice Price** means the purchase price paid for the **Vehicle** including delivery, factory fitted options, within the **Invoice Price**, but excluding any insurance premiums, new vehicle registration fees, road tax, number plates warranty costs, fuel, dealer fitted accessories other extras and any amount relating to finance for any other vehicle which may be consolidated onto the finance agreement in any way.

6. **Motor Insurance Policy** means a comprehensive motor insurance policy which covers the **Vehicle** in respect of damage, fire and theft and which is maintained throughout the **Period of Insurance**.

7. **Period of Insurance** means the period specified in the **Certificate of Insurance**.

8. **Proposal/Sales Invoice** means any proposal and declaration and/or sales invoice providing details on which the **Policy** is based.

9. **Scheme Administrator** means Car Care Plan Ltd which administers and deals with any claim matters arising from this **Policy**.

10. **Sum Insured** is the maximum amount that can be claimed in total during the **Period of Insurance** as shown in the **Certificate Of Insurance**.

11. **Total Loss** means when the **Vehicle** is either stolen and not recovered, or is deemed beyond economical or constructive repair by **Your Motor Insurance Policy** underwriter, following material damage or fire.

12. **Vehicle** means only the **Vehicle** as identified in the **Proposal/Sales Invoice** (excluding taxis, private hire, courier services, haulage and motor cycles) for use on the public highway and designed to carry no more than eight people including the driver or small commercial **Vehicle** of less than 3,500kg gross weight. The following makes of **Vehicles** are excluded: Aston Martin, Bentley, Bristol, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Lamborghini, Lancia, Rolls-Royce and any left hand drive manufactured American **Vehicle**.

13. **We/Us/Our** means Groupama Insurance Company Limited.

14. **You/Your/Yourself** means the person or company who is named in the **Proposal/Sales Invoice**.

Eligibility

You can apply for cover under this **Policy** if at inception:

- **You** are the registered keeper of the **Vehicle**, or in respect of contract hire and leasing contracts the authorised driver for the **Vehicle**;
- **You** are covered under a fully comprehensive **Motor Insurance Policy** for the **Vehicle**;
- **You** or **Your** employer is named as the customer in the finance agreement on the **Vehicle**;
- **Your Vehicle** is under 10 years old;
- **Your Vehicle** has a value within the parameters of the **Policy** offered by **Your** dealer at the time of purchase;
- **Your Vehicle** was purchased or leased from a VAT registered motor dealer.



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What is Covered

If within the **Period of Insurance** an incident occurs within the **Geographical Limits** which results in the **Vehicle** being classed as a **Total Loss** by the **Motor Insurance Policy** underwriter, **We** will pay the financial shortfall between the **Insured Value** and

A. the Invoice Price, as confirmed in the **Proposal/Sales Invoice**, or

B. the Early Settlement Amount,

whichever is the greater up to the **Sum Insured**. Only one claim can be made under this **Policy** during the **Period of Insurance**.

Policy Limits

The **Sum Insured** as stated in **Your Certificate of Insurance**.

What is Not Covered

1. **Vehicles** which;

- have been modified in any way from the manufacturers specification, or;
 - are owned 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**, or;
 - are used for competition, racing, pace making, hire or reward, off road use (including all Quad Bikes), or designed to carry more than 8 people including the driver, or;
 - are used as emergency, military, delivery, courier, taxi or driving school **Vehicle**, or;
 - are over 3,500kg gross weight, or;
 - include the following makes: Aston Martin, Bentley, Bristol, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Lamborghini, Lancia, Rolls-Royce and any left hand drive manufactured American **Vehicle**.
2. Any **Total Loss**;
- where the **Total Loss** occurred before the inception of this insurance, or;
 - arising directly or indirectly, in whole or in part, due to **You** or the driver of the **Vehicle's** wilful, unlawful or negligent act or omission, or;
 - which is not the subject of an indemnity under the accidental damage, fire or theft sections of a **Motor Insurance Policy**, or;
 - when the **Vehicle** is driven by **You** or, with **Your** general consent, by a driver who is under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given, or;
 - when the **Vehicle** is driven by **You** or, with **Your** general consent, by a driver without a valid driving license or in breach of the conditions of a valid driving license, or;
 - Total loss occurring outside Great Britain, Northern Ireland, Isle of Man, Channel Islands, European Community countries, and any other country for which an international motor insurance card is effective in respect of the vehicle, or;

- caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or;

- caused by or contributed to by or arising from the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component, or;

- occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, or;

- arising directly or indirectly from pollution or contamination, or;

- directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of this exclusion terrorism means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.

3. Any excess deducted under **Your Motor Insurance Policy**.

4. Any theft or malicious damage claim which is not accompanied by a valid and substantiated crime reference number.

5. VAT where **You** are VAT registered.

6. Any costs incurred in excess of or outside the liability of this insurance including any form of consequential loss.

7. If the **Vehicle** is stolen by any person having access to the keys of the **Vehicle**.

8. Additional costs within the finance settlement for anything other than the purchase of **Your Vehicle**. This includes but is not limited to motor insurance, warranty, payment protection, recovery, administration charges, option to purchase charges, late payment charges and arrears, **early settlement** charges, and interest charged there on.

9. **Our** liability in the event of any misrepresentation or concealment made by **You** or on **Your** behalf in support of obtaining the **Policy** or any claim on **Your Policy**.

10. Any loss for additional purchases at the time of purchase of the **Vehicle** including but not limited to Road Fund Licence, insurance premiums including this **Policy**, optional extras; car mats, CD players as these will be taken into account in **Your Insured Value**.

11. Any arrears on the finance agreement.

General Conditions

You must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them **We** may at **Our** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment.

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1. Duty of Care

You must not continue to drive the **Vehicle** after any damage or incident as this could cause further damage to **Your Vehicle**.

2. Fraud

You must not act in a fraudulent manner. If **You**, or anyone acting for **You**:

- make a claim under the **Policy** knowing the claim to be false, or fraudulently exaggerated in any respect, or;
- make a statement in support of a claim, knowing the statement to be false in any respect, or;
- submit a document in support of a claim, knowing the document to be forged or false in any respect, or;
- make a claim in respect of any loss or damage caused by **Your** wilful act, or with **Your** connivance.

Then;

- **We** shall not pay the claim;
- **We** may at **Our** option declare the **Policy** void;
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy**;
- **We** shall not make any return of premium;
- **We** may inform the police of the circumstances.

3. Cancellation

You may cancel the **Policy** within 14 days of the start date without financial penalty provided no claim has been made. Thereafter both parties must give 14 days notice of cancellation. No premium refund will be given.

4. Duty of Disclosure

The **Policy** will be issued based upon information which has been given to **Us** about **Yourself**, and **Your 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 **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.

5. The Law Applicable to this Policy

Unless **We** have agreed otherwise the laws of England and Wales will govern this contract and the Courts of England and Wales will have jurisdiction to hear any disputes regarding **Your Policy**.

Claims Conditions

You must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them, **We** may at **Our** discretion cancel the **Policy** or refuse to deal with **Your** claim, or reduce the amount of the claims payment.

1. Making a Claim

All claims must be made within thirty days of the **Total Loss** occurring.

Contact the **Scheme Administrator**:

Car Care Plan GAP Customer Services
Jubilee House
5 Mid Point Business Park
Thornbury, West Yorkshire BD3 7AG
United Kingdom
or by telephone at 0844 573 8005

2. Protect the Damaged Vehicle

You must take all reasonable steps to safeguard the **Vehicle**.

3. Malicious Damage and Theft

You must report the incident to the Police and advise **Us** of **Your** valid crime reference number.

4. Salvage

We accept no liability for the responsible disposal of **Your Vehicle** or its salvage in any event.

5. Use of Engineers

At notification of any claim **We** reserve the right to instruct an independent engineer to inspect **Your Vehicle** before authorising any claim. Any decision on liability will be withheld until this report is received. When this right is exercised **We** shall have no liability for any loss to **You** arising from any possible delay.

6. Subrogation

We may at **Our** sole discretion take any steps in **Your** name against any person including but not limited to **Your Motor Insurance Policy** Insurer to recover any money **We** pay in settlement of **Your** claim. **You** must give **Us** all assistance necessary. **We** may also at **Our** discretion take over negotiations with **Your Motor Insurance Policy** Insurer with respect to **Your Total Loss** claim.

How to make a claim

If **Total Loss** occurs please help the **Scheme Administrator** by reporting **Your** claim according to the following procedure. If **You** have any queries or if **You** need any advice in making **Your** claim please contact **Us** and **We** will be happy to assist. Where **We** need to discuss **Your** claim **You** will be contacted as soon as possible to make an appointment.

A. Call Car Care Plan Customer Services on 0844 573 8005 and request a claim form.

B. Return the completed form with all requested documentation.

C. Contact the **Scheme Administrator** as soon as **You** receive, and before you have accepted, a written offer of settlement under the **Motor Insurance Policy**.

D. Settlement

No benefit shall become payable under this **Policy** until **We** have received proof to **Our** satisfaction of:

- Payment of the appropriate premium in respect of the **Policy**.
- The payment of the claim for **Total Loss** under the **Motor Insurance Policy**.

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- Evidence of the **Total Loss** and the **Insured Value** as at the **Date of Loss**;

- **Your Policy** number and **Vehicle** details.

- Cause of **Total Loss**.

- A valid crime reference number in the case of malicious damage or theft.

- Details of any outstanding finance arrangement including the outstanding balance, remaining term, interest charges.

- **Your** original invoice detailing purchase price etc.

- Any other evidence which may be reasonably required by **Us**.

Important Notices

This document is a legal contract and it is important that **You** examine it carefully to make sure that it is suitable for **Your** requirements. If it is not, or if **Your** insurance requirements change, please let **Us** know immediately. **You** are reminded of the need to tell **Us** immediately of any material facts or changes which **We** would take into account in **Our** assessment or acceptance of this insurance. Failure to disclose all relevant facts may invalidate the insurance, or may result in the insurance not operating fully. A material fact is one that is likely to influence the acceptance and assessment of **Your** application to **Us** and if **You** have any doubts whether certain facts are material then for **Your** own protection, **You** should disclose those facts irrespective of such doubts.

Unless **We** have agreed otherwise the laws of England and Wales will govern this contract and the Courts of England and Wales will have jurisdiction to hear any disputes regarding **Your Policy**

Our Promise of Good Service

If **You** have a complaint about the way in which this **Policy** was sold to **You**, please contact the **Scheme Administrator** who sold **You** the **Policy** and they will be able to provide **You** with their complaints procedure.

Any complaint **You** may have about this contract should be communicated to the **Scheme Administrator**, Car Care Plan Ltd., Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, United Kingdom. Telephone: 0870 752 7086. Please be ready to quote **Your Policy** number so that **Your** complaint may be dealt with promptly.

If **You** are still not satisfied with the way **Your** complaint has been dealt with, **You** should write to:

The Chairman and Chief Executive at:
Groupama Insurances, Groupama House
24-26 Minories
London
EC3N 1DE.

Phone: **0870 850 8510** (Calls from a BT landline cost no more than 8p a minute. Charges from other suppliers may be different).

who will arrange for an investigation to be carried out into **Your** complaint.

Financial Ombudsman Service

If you are still not happy with our final decision, you can pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service
South Quay Plaza

183 Marsh Wall
London
E14 9SR.
Phone: 0845 080 1800

You can visit the Financial Ombudsman Service website at www.fos.org.uk

If you take any of the action mentioned above, it will not affect your right to take legal action.

Who We Are

The underwriter of this insurance is
Groupama Insurance Company Limited
Registered number: 995253

Registered in England
Registered office:

Groupama House
24-26 Minories
London
EC3N 1DE
Website: www.groupama.co.uk

We are a member of the Association of British Insurers..

Financial Services Authority

We are authorised and regulated by the Financial Services Authority. You can visit their website (www.fsa.gov.uk) which includes a register of all the firms they regulate, or you can phone them on 0845 606 1234.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0207 892 7300.

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