



Vehicle Shortfall Insurance

Policy Document

Arnold Clark

Vehicle Shortfall Insurance

Important information

Welcome

This Vehicle Shortfall Insurance Policy has been designed for and is exclusively available to the purchasers of new and used cars from Arnold Clark. The Policy is administered by Premia Solutions Limited and is underwritten by Fortegra Insurance UK Limited.

Please read this Policy Document carefully and make sure **You** understand and fully comply with its terms and conditions. Failure to do so may jeopardise the payment of any claim which may arise and could lead to the Policy becoming void. Please ensure **You** keep it in a safe place.

Your Policy

We will provide the insurance as stated in this Policy. **Your Policy Application**, which includes **Your** signed declarations, and the undertaking to pay the premium, is the basis of the contract. This is a monthly rolling insurance Policy which means it runs for consecutive periods of one month at a time. Each monthly premium **You** pay provides the following month of cover for up to 48 months from the **Start Date**.

This Policy Document contains details of the insurance cover **You** have bought, what is excluded from the cover and the conditions of this insurance.

This Policy is designed to pay the greater of:

- a) the difference between the amount **You** receive from **Your Motor Insurance Policy** underwriter in the event of a **Total Loss** following accidental damage, fire or theft, and the **Purchase Price of Your Insured Vehicle**, up to the maximum value stated in **Your Policy Schedule**; or
- b) the difference between the amount **You** receive from **Your Motor Insurance Policy** underwriter in the event of a **Total Loss** following accidental damage, fire or theft, and **Your Finance Settlement** (if any), up to the maximum value stated in **Your Policy Schedule**; or
- c) The amount equal to the premium **You** have paid for this Policy.

This benefit is subject to these terms and conditions.

For ease of managing **Your** Policy, please create a 'MyPremia' account with the **Administrator** by logging onto <https://www.mypremia.co.uk/> and clicking 'Register Account'. **Your** 'MyPremia' account will allow **You** to access **Your** Policy documents, update personal details, submit and manage a claim, submit a complaint, and cancel **Your** Policy.

Contract of Insurance

This Policy Document and **Your Policy Schedule** is evidence of a contract of insurance. This Policy is not transferable.

Making a Claim – Total Loss

Contact the **Administrator** as soon as **You** become aware of a potential **Total Loss** and BEFORE **You** accept any settlement offer under **Your Motor Insurance Policy**:

- by visiting <https://www.mypremia.co.uk> and logging a claim on **Your** account; or
- by telephone on 01926 622661 (Monday to Friday, 8:30 to 17:00, excluding Bank Holidays); or
- by writing to Premia Solutions Limited, 3 Corunna Court, Corunna Road, Warwick CV34 5HQ.

No benefit shall become payable under this Policy until the **Administrator** has received proof to their satisfaction of:

- evidence of the **Total Loss** and the **Insured Value** as at the **Date of Loss**.
- cause of the **Total Loss**.
- evidence of payment of the claim for **Total Loss** under the **Motor Insurance Policy**.
- a valid crime reference in the case of malicious damage or theft.
- details of **Your Finance Agreement** including as a minimum, the outstanding balance, remaining term and interest charges.

Making a Claim – Additional Excess Cover

Contact the **Administrator** as soon as **You** become aware of an Additional **Excess** Cover claim:

- by visiting <https://www.mypremia.co.uk> and logging a claim on **Your** account; or
- by telephone on 01926 622661 (Monday to Friday, 8:30 to 17:00, excluding Bank Holidays); or
- by writing to Premia Solutions Limited, 3 Corunna Court, Corunna Road, Warwick CV34 5HQ.

The **Administrator** will provide **You** with a claim form. Complete all sections of the claim form, ensuring any sections to be completed by others are filled in and return all required information to the **Administrator**.

You will need to provide the **Administrator** with:

- A copy of the schedule that attaches to the **Your Motor Insurance Policy** showing the **Excess** applicable and the persons covered under **Your Motor Insurance Policy**, and
- A copy of the settlement letter from **Your** motor insurer, showing the incident date, settlement figure and **Excess** applied.

Please note that the claim form and any other information the **Administrator** may reasonably require must be received within thirty (30) days of the claim notification.

Making a Complaint

If **You** are not happy with the way a claim or any other matter has been dealt with, please read the "Complaints Procedure" section of this Policy.

Help in Understanding Your Policy

To help **You** understand the cover within **Your** Policy, **We** have included sections titled “What is covered” and “What is not covered”. Under “What is covered” **You** will find information explaining the cover that **Your** Policy provides. This must be read together with “What is not covered” and all other conditions at all times. Under the heading “What is not covered” **You** will find what is excluded from **Your** Policy.

Where any word or phrase is given a specific meaning in **Your** Policy, it appears in bold and has the meaning shown in the “Definitions” section.

Your Responsibility to Provide the Correct Information

We have agreed to issue this Policy based on the information **You** have provided. **You** must make sure that all the information **You** provide is true and to the best of **Your** knowledge and belief is complete, accurate and up to date.

If **You**, or anyone acting for **You**, fails to provide correct information or the information changes and **You** do not tell Us, **Your** Policy could be cancelled and any claim **You** make could be refused or reduced. If **You** need to make a change to the information **You** have provided, please contact the **Administrator** using the contact details under the “Cancellation” section below.

Privacy and Data Protection

Fortegra Insurance UK Limited (the Data Controller) is 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 **We** process **Your** personal data.

How We Use Your Personal Data

We may use the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may collect and use special categories of data from **You** for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) of the Data Protection Act 2018. **We** may also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

Disclosure of Your Personal Data

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

International Transfers of Data

We may transfer **Your** personal data to destinations outside the UK or the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the UK or the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiration of the Policy, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>, alternatively please contact The Data Protection Officer, Fortegra Insurance UK Limited, 20 Fenchurch Street, 5th Floor, London, England EC3M 3BY or via email at dpofficer@fortegra.eu.

Fraud Prevention and Detection

In order to prevent and detect fraud **We** and the **Administrator** may at any time share information with other organisations and public bodies in order to substantiate information and detect fraud. If fraud is suspected, it will be recorded. Details of databases accessed will be provided on request.

Applicable Law

This Policy shall be subject to the law of England and Wales, unless **We** and **You** agree otherwise.

Sanctions

We shall not provide any benefit under this Policy 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.

Cancellation

You have the right to cancel the Policy at any time. If **You** wish to cancel this Policy, **You** can contact the **Administrator**, Premia Solutions Limited:

- by visiting <https://www.mypremia.co.uk> and logging a cancellation request on **Your** account; or
- by telephone on 01926 622661 (Monday to Friday, 8:30 to 17:00, excluding Bank Holidays); or
- by writing to Customer Services, Premia Solutions Limited, 3 Corunna Court, Corunna Road, Warwick CV34 5HQ.

As this a monthly rolling insurance Policy, no refund is payable in the event **You** cancel **Your** Policy. In the event of cancellation, cover will continue to the end of the period for which premium has been paid. If for any reason **You** fail to pay any monthly premium or **We** are unable to collect any monthly premium, the **Administrator** will write to **You** to notify **You** and attempt to collect the monthly premium again. In the event the **Administrator** is unsuccessful in collecting the monthly premium the second time, **Your** Policy will be cancelled effective from the end of the period for which premium has been paid. In the event of cancellation by either party, no cancellation fee is payable. If **You** cancel **Your** Policy the **Administrator** will cancel **Your** direct debit.

If **We** decide to discontinue this product and therefore cancel **Your** Policy, **We** will give **You** at least sixty (60) days-notice of termination sent to **Your** last known address.

Definitions

Administrator

The product is administered by Premia Solutions Limited, 3 Corunna Court, Corunna Road, Warwick CV34 5HQ (Customer Services Tel: 01926 622661), who are authorised and regulated by the Financial Conduct Authority under registration number 310089.

Details of the extent of the **administrator's** regulation by the Financial Conduct Authority are available from the **administrator** on request.

Application

Any signed proposal or declaration, together with a signed Demands and Needs Statement and any additional information **You** may have supplied **Us** in support of **Your application** for insurance.

Current Market Value

The **Glass's Guide** Retail Transacted value of **Your Insured Vehicle** at the **Date of Loss**.

Date of Loss

The date of the incident occurring to the **Insured Vehicle** in respect of which a claim for **Total Loss** is subsequently paid under the **Motor Insurance Policy**.

Excess

The **excess**, payable by **You** under the **Motor Insurance Policy** that is not recoverable from any liable third party.

Finance Agreement

The agreement (if any) (excluding contract hire and finance lease) for the purchase of the **Insured Vehicle** but excluding any secondary schedule that may be noted on the agreement.

Finance Settlement

The amount required at the **Date of Loss** to settle **Your Finance Agreement** (if any) excluding any **Negative Equity**, arrears (and any applicable interest or charges) and any other associated fees or costs.

Glass's Guide

An independent vehicle value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing vehicle values.

Insured Value

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

Insured Vehicle

The vehicle specified in the **Policy Schedule** being a car or car-derived van (not exceeding 3.5 tonnes) registered in the United Kingdom, Channel Islands or the Isle of Man. This Policy also excludes any emergency vehicle, taxi, bus, truck, HGV, motorcycle and vehicles used for the purpose of driving school tuition. The vehicle must have a minimum invoice price of £5,000 and be less than 10 years old at the point of purchase.

Motor Insurance Policy

A comprehensive policy of motor insurance issued by an authorised UK motor insurer which insures **You** for accidental loss of or damage to the **Insured Vehicle** and which is maintained in **Your** name or that of a nominated or authorised driver throughout the **Period of Cover**.

Negative Equity

Any outstanding debt that is rolled into **Your Finance Agreement** from another source at the time of purchase of the **Insured Vehicle**.

Period of cover

The cover starts on the date shown in **Your Policy Schedule**, continues monthly for each month that **You** pay the premium and will end on the earliest of the following:

- **You** or the **Insured Vehicle** no longer being eligible for cover; or
- The date on which the **Insured Vehicle** is sold or transferred to a new owner; or
- The date on which the Policy is cancelled; or
- The date on which a **Total Loss** claim is paid; or
- Forty-eight (48) months from the **Start Date** detailed on the **Policy Schedule**.

Policy Schedule

A document issued by the **Administrator** which contains information **You** have provided to **Us** and must be read as part of **Your** Policy.

Purchase Price

The amount **You** paid for the **Insured Vehicle** including factory or dealer fitted options and accessories, but excluding vehicle tax, fuel, any insurance premiums and **Negative Equity**.

The **purchase price** will extend to include the following Arnold Clark products associated with the **Insured Vehicle** when purchased prior to the Policy

Start Date:

- Arnold Clark Service Plan or Clark Plan - servicing and MOT plans*.
- Autocare - mechanical breakdown warranty product*.
- Protect - paint and upholstery protection product.

*Please note that where a vehicle specific manufacturer service plan or mechanical breakdown warranty was purchased and detailed on **Your** sales invoice, these items will be covered up to a maximum of £500 each.

Start Date

The date **Your** Policy starts as shown in **Your Policy Schedule**.

Territorial Limits

Cover is provided for incidents which occur within the UK, Isle of Man or Channel Islands, or within the countries of the European Economic Area.

Total Loss

The **Insured Vehicle** being the subject of accidental damage, fire or theft to the extent that the **Insured Vehicle** is forfeited and a claim is paid as full and final settlement under the **Motor Insurance Policy**.

We/Us/Our

Fortegra Insurance UK Limited. Registered in England, No. 15182608. Registered Office: 20 Fenchurch Street, 5th Floor, London, England, EC3M 3BY. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 1007149.

Details about the extent of the underwriter's regulation by the Prudential Regulation Authority are available from the underwriter on request. Annual reports on **our** solvency and financial position can be found at

<https://www.fortegra.eu/solvency-and-financial-condition-report>.

You/Your

The individual or company specified on the **Application** form who / which has applied for insurance hereunder and paid the appropriate premium.

What is Covered

Vehicle Shortfall Insurance

- 1] If within the **Period of Cover** an incident occurs which results in the **Insured Vehicle** being classed as a **Total Loss** by the **Motor Insurance Policy** underwriter, **We** will, in consideration of the payment of all monthly premiums due, pay the greater of:
- a) (Return to Invoice GAP) the difference between the amount **You** receive from **Your Motor Insurance Policy** underwriter in the event of a **Total Loss** following accidental damage, fire or theft, and the **Purchase Price** of **Your Insured Vehicle**, up to the maximum value stated in **Your Policy Schedule**; or
 - b) (Financial Shortfall Gap) the difference between the amount **You** receive from **Your Motor Insurance Policy** underwriter in the event of a **Total Loss** following accidental damage, fire or theft, and **Your Finance Settlement** (if any), up to the maximum value stated in **Your Policy Schedule**; or
 - c) The amount equal to the premium **You** have paid for this Policy.

The total benefit payable under this Policy shall not exceed the amount stated on **Your Policy Schedule** as the maximum benefit.

IMPORTANT:

- ! The **Finance Settlement** figure is subject to the **Purchase Price** of the **Insured Vehicle** which excludes certain costs as defined - Definitions.
- ! If **You** are entitled to or are offered a replacement vehicle under the terms of the **Motor Insurance Policy**, no benefit is payable under section A (Return to Invoice Gap) or Section B (Financial Shortfall Gap). However, **You** will have the option to either:
 - accept the payment detailed under section C and, if applicable, benefit from the **Total Loss Excess** Cover and temporary replacement vehicle; or
 - transfer the remaining cover under this Policy to **Your** replacement vehicle.
- ! If **You** have a **Total Loss** claim, **You** should not accept any offer made under the **Motor Insurance Policy** until the **Administrator** has given **You** authority to do so. If **You** do accept a settlement offer from the **Motor Insurance Policy** underwriter prior to obtaining the **Administrator's** consent, the **Administrator** will settle **Your** claim based on the **Current Market Value** at the **Date of Loss**.
- ! If there is any sum still owing on **Your Finance Agreement** (if any) after the **Administrator** has settled **Your** claim, it is **Your** responsibility to ensure that settlement of this amount is made.

- 2] **We** will cover **Your Total Loss Motor Insurance Policy Excess** up to a maximum of £500 where this cannot be recovered from a liable third party.
- 3] **We** will pay a contribution towards a temporary replacement vehicle in the event of a **Total Loss**.

Total Loss temporary replacement vehicle cover is limited to a maximum of thirty (30) days and for a maximum of £30 per day, inclusive of VAT.

Where possible, the **Administrator**, on **Our** behalf, will arrange a third party to provide **You** with a temporary replacement vehicle which will be up to a maximum of 2000cc and could be of any make or model available at the time.

Where the **Administrator** cannot arrange for a third party to provide a temporary replacement vehicle, **You** may arrange **Your** own temporary replacement vehicle with a VAT registered company, subject to authorisation from the **Administrator**. In this instance, **You** must obtain approval from the **Administrator**, pay for the temporary replacement vehicle in the first instance and send the **Administrator** a copy of the relevant invoice.

This benefit will start from the date upon which the **Administrator** receives confirmation of a **Total Loss** from the **Motor Insurance Policy** underwriter and will end at the earlier of:

- When **Your Total Loss** insurance claim is paid; or
- When the **Insured Vehicle** is replaced by You, the **Motor Insurance Policy** underwriter or any other third party**; or
- At the end of thirty (30) days.

**** You** must notify the **Administrator** within 24 hours of the **Insured Vehicle** being replaced, by telephone on 01926 622661.

IMPORTANT:

- ! It is **Your** responsibility to meet all requirements and obligations when entering into an agreement with a third party to provide a temporary replacement vehicle, including but not limited to:
 - any minimum or maximum age eligibility criteria or any licensing or insurance requirements; and
 - the cost of any upfront fees, deposits, **excess** mileage charges, toll fees and fares, delivery or collection charges, fines, fuel costs; and
 - any insurance **excess** payable in the event of a claim arising out of an accident involving the temporary replacement vehicle.
- ! A temporary replacement vehicle is only available to **You** and **You** are entitled to one (1) claim for a temporary replacement vehicle during the Policy term.
- ! If **You** are entitled to a temporary replacement vehicle under the terms of the **Motor Insurance Policy**, or under any other policy **You** hold, or where it is possible for **You** to recover the cost of a temporary replacement vehicle from a third party, no benefit is payable for a temporary replacement vehicle under this Policy.

Additional Excess Cover

In the event of a successful claim under **Your Motor Insurance Policy** that does not relate to a **Total Loss**, or for glass repair or replacement, and where **Your Excess** cannot be recovered from a liable third party, **We** will provide a reimbursement for the applicable **Excess** payable by **You**.

This cover is only provided when the amount of the claim exceeds the **Excess** under **Your Motor Insurance Policy** and following the successful payment of that claim.

Additional **Excess** Cover is limited to a maximum aggregate of £500 per annum.

General Conditions

The following conditions apply to this Policy:

- any payment of benefit under this Policy is conditional upon **You** being insured under a comprehensive **Motor Insurance Policy** throughout the **Period of Cover**.
- if **You** accept a settlement offer under **Your Motor Insurance Policy** of less than the **Current Market Value** of the **Insured Vehicle** then **We** reserve the right to assess the loss at the **Current Market Value**.
- if any claim under the Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain benefit under this Policy, all benefit hereunder shall be forfeited and **We** shall be entitled to recover all benefits paid hereunder directly or indirectly as a result of such fraud or fraudulent means or devices.

Misinformation

When applying for insurance, varying **Your** cover, or submitting a claim, **You** or anyone acting on **Your** behalf must take reasonable care to answer all questions honestly and to the best of **Your** knowledge. Failure to do so may affect the validity of **Your** Policy or the payment of **Your** claim.

Third Party Rights

Except where otherwise required by law, **You** and **We** have agreed that:

- it is not intended for any third party to this Policy to have the right to enforce the terms of this Policy; and
- **You** and **We** can rescind or vary the terms of this Policy without the consent of any third party to this Policy who might seek to assert that they have rights under this Policy.

What is Not Covered

This Policy does not cover:

- any claim if the loss is directly or indirectly caused as a result of theft of the **Insured Vehicle** by any person known to **You** who has access to the keys of the **Insured Vehicle**;
- any **Total Loss** where the **Total Loss** occurred before the inception of this Policy;
- any claim in respect of any **Total Loss** which is not the subject of an indemnity under the accidental damage section of a **Motor Insurance Policy** or which occurs while the **Insured Vehicle** is being used for pace making, racing, rallying, speed testing or reliability trials, hiring (including private hire and taxis) or is being driven by any person not holding a valid current licence to drive the **Insured Vehicle** or is disqualified;
- any claim where the **Insured Vehicle** has been modified in any way from the manufacturer's specification, or is 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;

- any claim where the **Insured Vehicle** is not covered by a **Motor Insurance Policy** at the time of the **Total Loss** or where the driver of the **Insured Vehicle** at the **Date of Loss** is not covered by a **Motor Insurance Policy**;
- any claim where **You** are entitled to or are offered a replacement vehicle under the terms of the **Motor Insurance Policy**, no benefit under section A (Return to Invoice Gap) or Section B (Financial Shortfall Gap) of the **Total Loss** Cover will be applicable;
- any claim where the **Insured Vehicle** is covered under any type of **Motor Insurance Policy** that is connected with the motor trade;
- **Negative Equity** provided under the **Finance Agreement**, if any;
- any claim where the **Motor Insurance Policy** underwriter has offered to repair the **Insured Vehicle** and **You** have requested the claim to be dealt with on a **Total Loss** basis.
- any claim in respect of any **Total Loss** by accident when the driver of the **Insured Vehicle** is under the influence of alcohol or drugs;
- any amount relating to grants, scrappage schemes, cash back schemes and battery hire or leasing;
- any deductions made by the **Motor Insurance Policy** underwriter when calculating **Your Insured Value**, including but not limited to any damage not associated with the **Total Loss** claim or relating to the general condition of the **Insured Vehicle**.
- any salvage value of the **Insured Vehicle** where **You** are not required to transfer the ownership of the **Insured Vehicle** to the **Motor Insurance Policy** underwriter.
- any misrepresentation or concealment is made by or on behalf of **You** in obtaining this Policy or in support of any claim thereunder;
- any claim if the **Total Loss** occurs outside the **Territorial Limits**;
- any claim in respect of loss of use of the **Insured Vehicle** or any consequential loss whatsoever;
- any **Excess** greater than £500 deducted under the **Motor Insurance Policy**;
- where the **Finance Agreement** (if any) allows for delayed payments, irregularly scheduled payments or payments less frequently than every 3 calendar months;
- VAT where **You** are VAT registered;
- any contribution towards a temporary replacement vehicle before the **Administrator** has received confirmation of a **Total Loss** from the **Motor Insurance Policy** underwriter.
- any contribution towards a temporary replacement vehicle after **Your Total Loss** insurance claim is paid.
- any contribution towards a temporary replacement vehicle after the **Insured Vehicle** is replaced by **You**, the **Motor Insurance Policy** underwriter or any other third party.
- any contribution towards a temporary replacement vehicle for more than thirty (30) days.
- any additional costs or charges incurred by **You** as a result of entering into an agreement with a third party for a temporary replacement vehicle, including but not limited to the cost of any upfront fees, deposits, **excess** mileage charges, toll fees and fares, delivery or collection charges, fines, fuel costs, and any insurance **excess** payable in the event of a claim arising out of an accident involving the temporary replacement vehicle.
- any reimbursement under the **Additional Excess Cover** section where:

- the value of the claim does not exceed the **Excess** under **Your Motor Insurance Policy**; or
- the **Excess** under **Your Motor Insurance Policy** has been waived or reimbursed; or
- the claim under **Your Motor Insurance Policy** was for glass repair or replacement; or
- the claim under **Your Motor Insurance Policy** was for theft or attempted theft of personal belongings; or
- the damage to **Your Insured Vehicle** has arisen during any routine servicing or repair of the **Insured Vehicle**; or
- damage to **Your Insured Vehicle** has been caused by or arisen from wilful neglect, abuse, wilful damage or malicious damage, including deliberate acts by **You** or any named driver; or
- any contribution or deduction from the settlement of **Your** claim under **Your Motor Insurance Policy** other than the stated **Excess** for which **You** have been made liable.

Claim Conditions

You must comply with the following conditions to have the full protection of **Your** Policy. If **You** do not comply with them, it may be difficult for the **Administrator** to investigate and settle

Your claim adequately:

- **You** must notify the **Administrator** of any claim within 30 days of the **Date of Loss**. If **You** don't, the **Administrator** will attempt to assess **Your** claim however it may be difficult for them to investigate and settle **Your** claim adequately.
- do not accept any offer made by the underwriter of the **Motor Insurance Policy** until the **Administrator** has given **You** authority to do so;
- **You** must take all reasonable steps to safeguard the **Insured Vehicle** in the event of any damage occurring to it;
- In the case of malicious damage or theft, **You** must report the incident to the Police and advise the **Administrator** of **Your** crime reference number;
- **You** must follow the claims procedure, as failure to do so may result in non-payment of **Your** claim;
- **We** accept no liability for the responsible disposal of the **Insured Vehicle** or it's salvage in any event;
- If **You** are covered by any other insurance or warranty for the same or similar benefit(s) provided under this Policy, then **We** will only be responsible for paying a fair proportion of any benefit which **We** would otherwise be due to pay;
- Upon notification of any claim **We** reserve the right to instruct an independent engineer to inspect the **Insured 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 in handling the claim;
- **We** may at **Our** sole option take any steps in **Your** name against any person or company including but not limited to **Your Motor Insurance Policy** underwriter to recover any money **We** pay in settlement of **Your** claim. **You** must give Us all assistance necessary. **We** may also at **Our** option take over negotiations with **Your Motor Insurance Policy** underwriter with respect to **Your Total Loss** claim;

- At the time of a **Total Loss** claim the **Administrator** must receive evidence of the purchase of the **Insured Vehicle**. Such evidence must include the original or a clear bona fide copy of the original printed purchase invoice of the **Insured Vehicle**. The invoice must detail the Supplying Dealer's name, address and VAT registration number and must show the full basic cost of the **Insured Vehicle** and the breakdown of all items, ancillary to the **Insured Vehicle** or not;
- Where the **Administrator** authorises **You** to arrange a temporary replacement vehicle, **You** must do so with a VAT registered company, and **You** must pay for the vehicle hire in the first instance and send the **Administrator** a copy of the relevant invoice;
- **We** or the **Administrator** may obtain and share information concerning any claim **You** may make against this Policy or any corresponding road risks insurance claim **You** have made, with the **Motor Insurance Policy** underwriter(s), the Supplying Dealer of the **Insured Vehicle** or **Your** Finance Company (if any), for the purposes of administering **Your** Policy and claim.

Complaints Procedure

If **You** wish to make a complaint about the conduct of the sale of this Policy, including any information provided as part of the sale, please contact the selling dealer or company who has arranged this insurance on **Your** behalf.

The **Administrator** handles all other complaints relating to this Policy on **Our** behalf. If **You** wish to make a complaint, please do so by:

- calling 01926 622661 (Monday to Friday, 8:30 to 17:00, excluding Bank Holidays); or
- by visiting www.premiasolutions.com/contactus and logging a complaint on **Your** account; or
- writing to the Customer Relations Manager, Premia Solutions Limited, 3 Corunna Court, Corunna Road, Warwick, CV34 5HQ.

The **Administrator** will acknowledge **Your** complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the **Administrator** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why. In this case, or if **Your** complaint is not resolved to **Your** satisfaction, the **Administrator** will advise **You** of **Your** rights to refer **Your** complaint to The Financial Ombudsman Service, free of charge:

- by submitting **Your** complaint online – please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0800 023 4567; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR UK.

IMPORTANT

The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case.

Following this complaints procedure does not affect **Your** legal rights.

Financial Services Compensation

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Insurance UK Limited cannot meet its liabilities under this Policy. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk. The FSCS can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/.

