

# Guaranteed Asset Protection

## Policy Documentation



### Welcome

Thank You for choosing Us for Your GAP insurance.

This document contains the full policy terms and conditions which should be read along with the Schedule issued to You by the Seller. We have tried to make this policy wording clear and easy to understand, using plain English wherever possible. However, if You do have any questions, please contact us by visiting the website at [www.freedominsurance.gg](http://www.freedominsurance.gg) and leaving a message on the Contact Us form. We will endeavour to respond within 48 hours.

If You have any questions regarding the sale of this Insurance, please contact the Seller through whom this Insurance was provided.

### Administration of this Insurance

This policy is a contract between You and the Insurer. This insurance is underwritten by Freedom Insurance Guernsey Limited ("Freedom"). Freedom is a limited liability company registered in Guernsey, no. 70724, at Hadsley House, Lefebvre Street, St Peter Port, Guernsey GY1 2JP. Freedom is licensed by the Guernsey Financial Services Commission, no. 2781981, as an insurer to carry on international general insurance. The insurer's website can be found at [www.freedominsurance.gg](http://www.freedominsurance.gg)

The Insurer will indemnify the Policyholder subject to the terms, conditions, clauses and exclusions of this policy during the Period of Insurance within the Geographical Limits.

Claims are handled on behalf of the Insurer by Action 365 Ltd and can be contracted at 0345 528 0255.

For details of authorised firms visit the Guernsey Financial Services Commission website on [www.gfsc.gg](http://www.gfsc.gg) by contacting the GFSC on +44 1481 712706 08.30-17.00 Monday to Friday.

Telephone calls may be monitored and recorded for quality assurance and compliance.

This information is also available in braille, large print, or audio on request.

### Demands and Needs

Dependent upon whether you own or lease your car:

- this policy will suit the demands and needs of a customer that owns a motor Vehicle and in the event of a Total Loss, wishes to insure against a financial shortfall between the Market Value of the Vehicle at the write off date and the vehicle Purchase Price or,
- this policy will suit the demands and needs of a customer that leases a motor Vehicle and in the event of a Total Loss, wishes to insure against a financial shortfall between the Market Value of the Vehicle and the outstanding contact hire/leasing balance at the write off date.

## **What is Covered**

Subject to the terms and conditions as described in this document and subject to the correct premium having been paid, in the event of Your vehicle being declared a Total Loss, this Insurance will pay either:

1. The difference between the Market Value of Your Vehicle at the point of Total Loss and the vehicle Purchase Price.

or;

2. Where the Vehicle was purchased under a finance agreement and the Outstanding Finance Balance at the Point of Total Loss is greater than the Purchase Price, this Insurance will pay the difference between the Market Value of Your Vehicle at the Point of Total Loss and the Outstanding Finance Balance.

or;

3. Where the vehicle is under lease or contract hire, the difference between the market value of the vehicle at the write off date and the outstanding contract hire/leasing balance

The maximum amount payable under this insurance will be limited to the claim limit detailed in the Schedule. Cover will include up to £250 of Your Motor Insurance Excess.

## **What is not covered**

### **This Insurance will not cover**

1. Any claim where the Total Loss is not subject to an indemnity under the accidental damage, fire or theft sections of Your motor insurance policy.
2. Any claim where You have the option to receive a replacement vehicle under the terms of Your motor insurance policy in respect of the Total Loss of Your Vehicle. (The balance of this cover can be transferred to the replacement vehicle on request).
3. Any claim where the loss is covered by any other insurance or warranty.
4. Any claim where the Total Loss arises as a consequence of war, riot civil commotion or terrorism.
5. Any claim where the Total Loss is caused by an accident when the driver of Your Vehicle is under the influence of alcohol or drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered practitioner in respect of which a warning against driving is given.
6. Any compensation for loss of use of Your Vehicle or any resultant loss of any kind.
7. Any claim where the Total Loss occurs outside the Geographical Area.
8. Any claim which is the subject of fraud or dishonesty.
9. Theft committed by any person who has authorised access to keys of Your Vehicle.
10. VAT if You are VAT registered.
11. Any deductions made by the motor insurer for pre-existing damage, vehicle condition or lack of servicing / MOT.
12. Negative Equity or the cost of fuel and reclaimable road fund licence fees.
13. Any claims excess which exceeds £250.00 or that is recoverable from a third party or other source.
14. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.

## Terms used in this Insurance

### What the terms mean

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy document and will appear with an initial capital letter.

1. **Application** means any written or verbal declaration together with any additional information You may have supplied to Us in support of Your Application for this Insurance.
2. **Computer Network** means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
3. **Computer System** means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. **Cyber Loss** means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
  - a. the use or operation of any Computer System or Computer Network;
  - b. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - c. access to, processing, transmission, storage or use of any Data;
  - d. inability to access, process, transmit, store or use any Data;
  - e. any threat of or any hoax relating to 4.1 to 4.4 above;
  - f. any error or omission or accident in respect of any Computer System, Computer Network or Data.
5. **Data** means formation used, accessed, processed, transmitted or stored by a Computer System.
6. **Geographical Area** means England, Wales, Northern Ireland and Scotland. Cover also applies to member countries of the European Community and the Isle of Man and any other country for which an International Motor Insurance Certificate ('Green Card') is effective on Your Vehicle at the Point of Total Loss, for up to 60 days in any one trip. This does not include the Channel Islands.
7. **Glass's Guide / CAP Values** means the car values guide published monthly by Glass's Information Services Limited and CAP Motor Research Limited, used by the insurance industry in assessing vehicle values.
8. **Insurance** means Your Application, this Insurance policy, the Schedule and any requirements issued by Us or the Insurer.
9. **Insurer / They / Their** means Freedom Insurance Guernsey Limited Hadsley House, Lefebvre Street, St Peter Port, Guernsey GY1 2JP.
10. **Market Value** means the Market Value based on the Glass's Guide retail value or the CAP retail value, for replacing the Insured Vehicle with one of the same make, model, trim level and recorded mileage, applicable at the Date of Purchase or at the Point of Total Loss. There will be no value allowance for non-standard fittings other than a reduction should any non-standard fittings be considered to have a detrimental effect on retail prospects and/or value. We reserve the right to have an independent valuation undertaken should the specification not be available within Glass's Guide or CAP Value listings or it is suspected that the condition of the Insured Vehicle is such that this would affect the retail value.
11. **Motor Insurer** means the company that issued the certificate of motor insurance relating to the insured Vehicle.

12. **Motor Insurers Settlement Amount** means the Motor Insurers vehicle valuation excluding contents or any compensation for third party claims, personal injury, vehicle rental charges or any other out of pocket expenses.
13. **Negative Equity** means any finance balance carried forward from Your previous vehicle less any part exchange allowance made.
14. **Outstanding Finance** means the amount owing to the finance company at the Point of Total Loss, limited to the Vehicle Purchase Price, less any arrears, rebates or refunds for creditor insurance.
15. **Period of Insurance** means the period this policy runs as stated in the Schedule, except where a claim is made on this policy, in which case this policy will end when that claim is concluded.
16. **Point of Total Loss** means the date and time of the fire, theft or accident that gives rise to Your claim for the Total Loss of the insured Vehicle.
17. **Policy Start Date** means the date on which this Insurance starts as shown in the Schedule.
18. **Purchase Price** means the invoice price of Your Vehicle, including factory fitted accessories and any discount given, this Insurance does not cover the cost of dealer fitted accessories, fuel, road fund license fees, Negative Equity, warranty charges insurance premiums or paint protection applications. Where a bona fide purchase invoice from a VAT registered garage cannot be provided, the Purchase Price will be based on the purchase price notified to the seller at the point of the policy purchase or Glass's Guide/CAP Retail Valuation applicable at the Policy Start Date/transfer date (whichever is the lower).
19. **Schedule** means the part of this Insurance that contains details of You and Your Vehicle, cover selected, the Period of Insurance and claims limit.
20. **Seller** means the company where You purchased this Insurance.
21. **Total Loss** means that You have claimed under Your Motor Insurance, Your claim has been agreed, Your Vehicle has been forfeited (title of Your Vehicle transferred to the Motor Insurer) and a payment made following the incident that rendered Your Vehicle beyond economic repair.
22. **UK** means the United Kingdom.
23. **Vehicle** means the Vehicle detailed in the schedule of which You are the owner or registered keeper.
24. **We/Us/Our** means Freedom Insurance Guernsey Limited.
25. **You/Your/Insured/Policyholder** means the Insurance holder named in the Schedule, being the registered keeper of the Vehicle, person/company named as the account holder in the finance agreement covering the insured Vehicle; and as the person/company named as the policyholder or named driver on the motor insurance policy.

## **Eligibility**

Most vehicles can be covered, other than vehicles that;

- are heavy good vehicles over 3,500kg GVW;
- are used for hire or reward (e.g. taxi, mini cab, courier or driving tuition) unless additional premium has been paid.
- are scooters, trikes or quad bikes;
- are not listed in Glass's Guide or CAP valuation Guides;
- have been previously recorded as an insurance total loss;
- have been modified from the manufacturer's specification (unless agreed by Us);
- are used as an emergency vehicle;

- are used for road-racing, rallying, pace making, speed testing, or any other competitive event.
- have a purchase price in excess of £50,000 that are not fitted with a manufacturer approved tracking device.
- are insured under a Motor Traders Policy.
- are purchased more than 180 days prior to the Start Date of this Insurance.

### **General conditions**

1. Your Vehicle must be insured throughout the period of this Insurance by a motor insurance policy issued in the UK. If You only have third party, fire and theft insurance You can only make a claim on this Insurance for Total Loss due to fire or theft.
2. For this Insurance to become effective, Your Motor Insurer must declare Your Vehicle a Total Loss, make a payment to You in settlement of Your claim, and Your Vehicle be forfeited.
3. You must take all precautions to safeguard the Vehicle against loss or damage. Where the Vehicle is left unattended all security devices or immobilisers must be activated and all keys removed from the Vehicle.
4. In the event of a Total Loss, You must contact Us as soon as possible from the date on which the loss or damage occurred.
5. Failure to pay any premium instalment will result in the immediate suspension of cover and may result in cancellation. In the event of a claim, We will offset any outstanding premium against Your claim settlement.
6. We can take proceedings in Your name at Our expense to recover for the benefit of the insurer the amount of any payment made under this Insurance.
7. The benefits of this Insurance may not be re-assigned or transferred without our express consent.

### **Consumer Insurance (Disclosure and Representations) Act 2012**

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

- i Supply accurate and complete answers to all the questions We may ask as part of Your Application for cover under the Policy;
- ii To make sure that all information supplied as part of Your Application for cover is true and correct;
- iii Tell Us of any changes to the answers You have given as soon as possible.

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

### **Invalid cover benefit**

If any Benefit is paid which is found to have been made as a direct or indirect result of Your fraud, recklessness or negligence then all payments may be forfeited, and We reserve the right to demand that any sum paid by the Insurer is repaid by You and/or take the appropriate legal action against You.

### **Jurisdiction and law**

Unless some other law is agreed in writing, this Insurance is governed by English law. If there is a dispute, it will only be dealt with in the courts of England and Wales or of the country within the United Kingdom in which You reside.

## **If You need to make a claim**

1. You must notify Us of any possible claim under this Insurance before You accept any settlement offer from Your Motor Insurer, but in any event within 30 days from the Point of Total Loss. Please call Us on 0345 528 0255 or email [FIGLclaims@action365.co.uk](mailto:FIGLclaims@action365.co.uk)
2. The claims team will take you through the claim process on the call and provide You with a vehicle valuation on which the Motor insurers Settlement should be based. You must not accept any Settlement offer from Your Motor Insurer until You have obtained Our consent for You to do so. If You accept any Motor Insurers offer without Our agreement, the Insurers liability under this Insurance will be limited the Glass's Guide retail value at the Point of Total Loss.
3. You must provide all details requested in the claims process and return all requested information and supporting documentation to Us.
4. You must supply all information and assistance which the Insurer may reasonably require in establishing the amount of any payment under this Insurance. Details of all information/documentation required will be confirmed during the call.

Our claims department is open from 9.30 am to 5.00 pm Monday to Friday. The office is closed on Saturday and Sunday

## **Cancellation**

If You decide that for any reason, this Insurance does not meet Your Insurance needs, please notify the Seller within 30 days from the Issue Date and the premium paid will be refunded in full. Any refund will be processed by the Seller.

After 30 days You may cancel this Insurance however, there is no provision for any part return of the premium paid.

## **Our commitment to good service**

We hope You will be completely happy with this Insurance but if something does go wrong, We would like to know about it. We will do Our best to resolve the issue and make sure it doesn't happen again.

## **If You need to complain**

### **Complaints about the sale of this Insurance**

If You have any concerns regarding the sale of this Insurance, please contact the Seller.

### **Complaints about this insurance**

Please contact Our Customer Services team either by visiting the website at [www.freedominsurance.gg](http://www.freedominsurance.gg) and leaving a message on the Contact Us form, or alternatively by writing to Us at Freedom Insurance Guernsey Limited, Hadsley House, Lefebvre Street, St Peter Port, Guernsey GY1 2JP

We will acknowledge Your complaint within 5 working days. We will advise You who is dealing with it and when We expect to respond. We aim to respond fully within 8 weeks. However, if We are unable to provide a final response within this period, We will write to You before this time and advise why We have not been able to offer a final response and how long We expect Our investigations to take.

If You remain unhappy with Our final response, or We have not managed to provide a final response within 8 weeks of Your complaint, you may be entitled to refer Your complaint to the Channel Islands Financial Ombudsman Service for help and advice.

- Phone: 01481 722218 or 01534 748160
- Website: [www.ci-fi.org](http://www.ci-fi.org)
- Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)
- Post: Channel Islands Financial Ombudsman, POP Box 114, Jersey JE4 9QG.

Please make sure You always quote Your policy number from the Schedule. This complaints procedure doesn't affect Your statutory rights.

## **Data protection**

The Insurer is the data controller who determines the purpose and means of processing Your personal data.

### **Freedom Insurance Guernsey Limited Data Protection Policy**

Freedom Insurance Guernsey Limited need to use Your data in order to arrange Your insurance and associated products. You are obliged to provide information without which we will be unable to provide a service to You. Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by our relevant staff in making a decision concerning Your insurance and for the purpose of servicing Your cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about You from credit reference agencies, fraud prevention agencies and others to check Your credit status and identity. The agencies will record our enquiries, which may be seen by other companies who make their own credit enquiries. We may check Your details with fraud prevention agencies. If You provide false or inaccurate information and we suspect fraud, we will record this. We and other organisations may use these records to;

- a. Help make decisions on insurance proposals and insurance claims, for You and members of Your household;
- b. Trace debtors, recover debt, prevent fraud, and manage Your insurance policies;
- c. Check Your identity to prevent money laundering, unless You furnish us with satisfactory proof of identity;

We process all data in Guernsey but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, we will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, You can ask us for a copy of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how we have handled Your data, You can contact us and we will investigate the matter. If You are not satisfied with our response or believe we are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.