



vanarama

an  AutoTrader company



Finance GAP Insurance Policy

Cover the difference between your motor insurance settlement and the outstanding finance on your vehicle.

1. Information About Your Insurer

Your Finance GAP Insurance policy has been arranged by Vanarama Insurance Services, a trading name of Autorama UK Ltd on behalf of Atlas Insurance PCC Limited transacting for its Autorama Cell.

Atlas Insurance PCC Ltd (**Atlas**) is a cell company created in terms of the **Protected Cell Company Regulations** in order to segregate and protect assets which belong to the Autorama Cell. **We** provide (underwrite) this insurance, and Vanarama Insurance Services acts as **our agent**.

Atlas (C-5601) is authorised and regulated by the Malta Financial Services Authority (MFSA), and is deemed to be authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Any liability that **we** have under this policy will be met from the **cellular assets**. However, **Atlas' non-cellular assets** may be used to meet any losses that cells face which are not covered by the value of their assets.

2. Definitions

The following words have the meanings given below wherever they appear in this document in **bold type**.

Agent means Vanarama Insurance Services, Vanarama, Maylands Avenue, Hemel Hempstead, HP2 7DE.

Cellular assets means the financial assets of the Autorama Cell.

Date of loss means the date of the incident involving the **insured vehicle** for which your motor insurer pays a claim for **total loss** under the **motor insurance policy you** have with them.

Finance agreement means the agreement between **you** and the **finance company** for the lease of the **insured vehicle**. It does not include any schedule specified in that agreement.

Finance company means the company **you** have a **finance agreement** with.

Gap means the amount (if any) by which the **insured value** is less than the amount **you** need to settle **your finance agreement** on the **date of loss**.

Glass's Guide is a monthly trade publication recognised and used extensively throughout the motor vehicle industry to value used vehicles.

Initial payment means the first payment you made under the **finance agreement**.

Insured value means

- the amount you received under your motor insurance policy for the insured vehicle as a result of a total loss; or
- the market value of the insured vehicle according to the Glass's Guide retail value on the date of loss, whichever is higher.

The insured value does not include any deductions your motor insurer makes, such as your excess.

Insured vehicle means the vehicle specified in the policy schedule.

Market value means, using the Glass's Guide retail value as a reference, the cost of replacing the insured vehicle with another of the same make, model, age, mileage and condition immediately before the loss or damage you are claiming for. We have the right to arrange an independent valuation if the relevant model is not available in Glass's Guide or if we suspect that the condition of the insured vehicle would affect the market value.

Motor insurance policy means a comprehensive motor insurance policy issued by a motor insurer authorised in the UK and which is maintained in your name or the name of someone you authorise to drive the insured vehicle and which provides cover for the full market value of the insured vehicle.

New vehicle provision is a condition in some motor insurance policies which means you are eligible for a new

vehicle if the insured vehicle is a total loss.

Non-cellular assets means the financial assets of Atlas Insurance PCC Ltd which are not related to any of its protected cells.

Period of insurance means the period from the start date to the end date shown in your policy schedule.

Protected cell company means a single legal entity in accordance with the Protected Cells Regulations. The company may create one or more protected cells which have distinct ownership and operations from the company's core. The cells are legally separated from each other and the core in terms of their assets and liabilities.

Protected Cell Regulations means The Companies Act (Cell Companies Carrying on Business of Insurance) Regulations - S.L. 386.10 of the Laws of Malta.

Territorial limits means Great Britain, Northern Ireland, Ireland, the Isle of Man, the Channel Islands and the member countries of the European Union.

Terrorism means any act which includes the use or threat of violence or force by any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose of this is of a political, religious, ideological or similar nature.

Total loss means the insured vehicle is written off by your motor insurer and a claim is paid as full and final settlement under your motor insurance policy.

We, us, our means Atlas Insurance PCC Ltd ("Atlas") transacting in respect of its Autorama Cell, 48-50 Ta' Xbiex Seafront, Ta' Xbiex Malta XBX 1021 Malta.

You, your means the person or company named on the application who has applied for this Finance GAP Insurance and paid the appropriate premium.

3. About Your Policy

In return for paying **your** premium, **we** will provide this insurance for the **period of insurance** shown on **your** policy schedule, which is attached to this document, under the terms and conditions of this policy and any changes or amendments which **we** confirm to **you** in writing.

It is important that **you** check **your** policy schedule and this policy wording to make sure the information **you** have given **us** is accurate and that the policy meets **your** needs. If the information is not correct or the policy does not meet **your** needs, please contact the **agent** within 30 days. Please take the time to read this policy to make sure **you** understand the cover **we** are providing and that **you** keep to **our** terms and conditions. This policy and **your** policy schedule are important documents. Please keep them in a safe place in case **you** need to refer to them for any reason.

4. What Is Covered?

If, within the **period of insurance**, there is an incident which results in the **insured vehicle** being classed as a **total loss** under **your motor insurance policy**, as long as **you** have paid the premium and met the other conditions of this policy, **we** will pay:

- the **gap** (up to £20,000);
- the **initial payment** that **you** paid under your **finance agreement** (up to £3,000); and
- **your** excess under **your motor insurance policy** (up to £350).

Each benefit is a separate item and this policy provides a maximum benefit of £23,350 if all three benefits are paid in full.

To avoid any doubt, once **we** have paid a claim under this policy, **you** cannot make any further claims under this policy and **your** policy will end effective from the **date of loss**.

5. Policy Conditions

5.1 **You** must be a customer of the **agent** and **you** must have taken a **finance agreement** on a **vehicle** valued up

to a maximum of £125,000.

5.2 Your vehicle must be insured under a **motor insurance policy**.

5.3 We will pay the **gap** direct to the **finance company**, unless **you** tell **us** otherwise.

5.4 If **you** accept an offer of a settlement under the **motor insurance policy** of less than the **insured vehicle's** market **value**, **we** have the right to assess the **gap** at the **market value** of the **insured vehicle**.

5.5 If any claim **you** make under the **policy** is fraudulent or if **you** or anyone acting on **your** behalf uses any fraudulent methods or devices to gain benefit under this **policy**, **you** will lose all benefit under the policy and **we** may recover all benefits **we** have paid as a result of the fraud.

5.6 If **you** pay the premium by monthly instalments, **we** will deduct all outstanding premiums from any benefit **we** pay under this **policy**.

5.7 If **you** use the **insured vehicle** for motor trade or courier purposes **you** must notify **our agent** and pay the appropriate additional premium.

6. What Is Not Covered?

This insurance **policy** does not cover the following.

6.1 A **total loss** which happened before the start date of this insurance.

6.2 Any claim if **you** do not receive a payment for **total loss** under **your motor insurance policy**.

6.3 The Value Added Tax part of any claim if **you** are registered with HM Revenue & Customs for VAT.

6.4 Claims arising from **terrorism**, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, violent uprising against a government, military or usurped power, or the vehicle being seized, confiscated, destroyed or damaged by or under the order of any government or public or legal authority.

6.5 Claims arising from damage or destruction caused by, contributed to or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or part of an explosive nuclear assembly.

6.6 Claims arising from damage or destruction directly caused by pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

6.7 Any claim if the **gap** is covered by any other insurance policy or warranty.

6.8 Arrears under this policy, in **your finance agreement** or **motor insurance policy** on the **date of loss**.

6.9 Any claim if the terms of **your motor insurance policy** include a **new vehicle provision** for the **total loss** of **your insured vehicle**, and the **finance company** for the **insured vehicle** has agreed that **you** may make use of the option.

6.10 Accessories not included on the invoice paid by the **finance company** for your **insured vehicle**.

6.11 Any claim if **you** (or someone on **your** behalf) do not give full or accurate information when taking out this policy or claiming under it.

7. Making A Claim

If **your** vehicle has been damaged or stolen and **your** motor insurer tells **you** that it will be treated as a **total loss**, please tell **us** as soon as reasonably possible by contacting our **agent** by:

Phone: 01442 835768 Monday to Friday (not including UK bank holidays), 9am to 5pm.

Email: gapclaims@vanarama.co.uk

Post: Vanarama Insurance Services, Vanarama, Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 7DE.

You must give **us** details of the **motor insurance policy** and details of what caused the **total loss**.

We will not be able to pay **your** claim until **you** have provided

- Full details of the claim,
- The settlement offer from **your** motor insurer (including any excess and any VAT that has been deducted from **your** claim), and
- Details of the amount **you** still owe under the **finance agreement**.

8. Claims Conditions

To have the full protection of **your** policy, **you** must meet or accept the following conditions. If **you** do not, **we** may refuse to pay **your** claim or reduce the amount we pay.

- You must not accept a settlement offer under the **motor insurance policy** without first telling our **agent** how much your motor insurer is offering, in case we do not consider this to be a fair settlement to **you**.
- **We** may decide to take over negotiations relating to **your total loss** claim with **your motor insurer**.
- **We** may decide to take action in **your** name against any person, including **your motor insurer**, to recover any money **we** pay to settle **your** claim. **You** must give **us** any help **we** need with this.

9. Governing Law And Cell Limitation

- Except for the provisions in b. below, unless we agree otherwise in writing, this policy is governed by English law. If there is a dispute, it will be dealt with in the courts of England or of the country within the United Kingdom where you have your main home.
- In the light of the **Protected Cell Company Regulations**, the assets of the Autorama Cell are protected from the liabilities of any other cells in Atlas and from those of Atlas' core.

As a result, it is agreed that

- You are entitled only to make a claim under this policy; and
- any claims made from time to time shall be primarily settled out of the assets of the Autorama Cell available for settlement of claims at the moment when your claim is notified to us; and
- that, only in the event that Autorama Cell's assets run out may non-cellular assets be used to meet losses incurred by Autorama Cell; and
- that no recovery may ever be made against the assets of any other protected cell of Atlas
- this clause 9.b. is to be governed by Maltese law and that any related disputes will be dealt with in the Maltese Courts.

10. Changes In Your Circumstances

You must tell our **agent** as soon as possible if any of the following happens.

- **You** change **your** address.
- **You** are no longer a permanent and lawful resident within the **territorial limits**.
- **You** become a motor trader or insure the vehicle under a motor trade policy during the term of the policy.
- **You** are convicted of a criminal offence or receive a police caution.

If **you** do not tell **us** about any of the changes above, **your policy** may not be valid and **we** may not pay out if **you** make a claim under it.

We may decide to change the terms and conditions of **your** policy or **your** premium (or both). **We** will give **you**

30 days' written notice of any change **we** intend to make. Only changes formally made by **us** and which **we** tell you about in writing are accepted as terms under this policy. No other person or organisation can change or agree any different terms.

11. Cancelling This Policy

If **you** decide that, for any reason, this **policy** does not meet **your** insurance needs, please tell **our agent** within 30 days of the date it is issued. As long as you haven't made any claims, **we** will refund **your** premium in full.

If **you** decide to cancel this policy more than 30 days after it is issued, as long as **you** have not made any claims, **we** will refund the part of the premium **you** have paid that relates to the period you will no longer have cover for, less an administration fee of £35.

We can, at any time, cancel this policy by sending fourteen (14) days' notice to **you** at your last known address. **We** may do this, for example,

- if you do not keep to the policy terms and conditions,
- you do not pay your premium, or
- you behave in a threatening or abusive way.

If we cancel your policy, as long as you have paid the premium, we will refund the part of the premium that relates to the period you will not have cover for.

12. Payment By Direct Debit

You can pay **your** premium by direct debit. If **our agent** cannot collect an instalment when it is due, they will write to **you** and ask **your** bank to make the payment. If the premium is still not paid, they will send **you** another direct debit form. If the instalment is still not paid, **we** will cancel the **policy** immediately without refunding any premiums **you** have paid. If we do this, we will write to **you** to let you know.

13. Complaints Procedure

We aim to provide an excellent service. If you are not happy with the service provided by our agent, or you have a complaint and cannot sort it out with the person you are dealing with, please contact our agent as soon as possible on 01442 838181, write to the Customer Services Manager at Vanarama Insurance Services, Vanarama, Marylands Avenue, Hemel Hempstead, HP2 7D or email on customerservices@autorama.co.uk

Our agent will handle all complaints in the first instance. This includes any complaints relating to claim outcomes or the pricing of your policy – which our agent will manage on our behalf.

If

- our agent is not able to provide a final response within fifteen (15) working days; or
- you are not satisfied with our agent's explanation as to why they require longer, or
- you are dissatisfied with the outcome,

then you can take the case to independent arbitration by contacting the Financial Ombudsman Service at:

Exchange Tower, Harbour Exchange Square, London, E14 9GE

Telephone: 0800 0234 567 or 0300 1239 123

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Referral to the Financial Ombudsman Service must be made within six (6) months of the date of our agent's final response. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases you will receive guidance from staff at the Ombudsman about your options, or you may wish to seek your own professional or legal advice.

The Financial Ombudsman Service would expect you to have had a final response from our agent before they accept your case, so please obtain this before approaching them.

Making a complaint to the Financial Services Ombudsman does not affect your right to take legal action.

14. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if we cannot meet our financial obligations. This depends on the type of business and the circumstances of the claim. Most insurance policies are covered for 90% of the claim, with no upper limit. You can get more information about compensation scheme arrangements from the FSCS at www.fscs.org.uk.

15. Data-Protection Notice

We and **our agent** (Vanarama Insurance Services) are both controllers (independent of each other) for the personal information **you** provide in connection with this policy. This means that **we** are both responsible for how and why **your** personal information is collected, used and held, in line with the Data Protection Act 2018. In this data-protection notice, wherever **we** refer to '**we**' or '**us**', **we** means **us** and **our agent**. **We** fully accept the responsibility of protecting **your** privacy and keeping **your personal information** confidential and secure. In this data-protection notice, personal information means any information that identifies **you**, and which **you** have given **us** for the purpose of this insurance policy.

Where this notice refers to **you** or **your personal information**, it includes any information that identifies another person whose information **you** have provided to **us**. We will assume that the person has appointed **you** to act for them. **You** agree to receive on the person's behalf any data-protection notices from **us**.

Your personal information will be used to provide insurance services to **you**. By providing **your personal information**, **you** agree that it will be used by **us**, **our agent**, our business partners, and organisations that provide services on our behalf (for example, administration, customer service, handling claims and managing and auditing our business). **We** may also pass **your** personal information to other insurers and regulatory and law-enforcement bodies to help prevent fraud and financial crime, or if **we** have to do so by law. **We** will not give **your** personal information to third parties for marketing purposes.

If **you** ask **us** what personal information is held about **you**, we will give **you** a copy of the information as required by law. **You** will not have to pay for this. If you tell us that any of **your** personal information is incorrect, **we** will correct it as soon as possible.

You can withdraw **your** permission for **us** to process any of **your** personal information at any time, as long as **we** do not need to process the information in order to provide and manage the product or service that **you** have bought or registered for.

We may monitor or record **your** communications with **us**, or **we** may ask a reputable organisation to do this for **us**, to make sure the level of service **we** provide is consistent and to help **us** manage your account. **We** will keep information about **you** only for as long as is appropriate. **We** will not use **your** personal details to provide **you** with marketing information, unless **you** have given **us** permission to use **your** information for these purposes. If **you** want to opt out of receiving **our** marketing communications, please contact **our agent**.

You can contact **our agent's** Data Protection Officer if **you** have any questions about this policy or to exercise any of the rights **you** have under the General Data Protection Regulation (GDPR), including the right to ask for a copy of the personal information **we** hold about you (a subject access request), to ask **us** to correct any of **your** information that is incorrect in **our** records or to make a complaint. Write to The Data Protection Officer, Autorama UK Ltd, Vanarama, Maylands Avenue, Hemel Hempstead, HP2 7DE, United

If **you** are not satisfied with how **our agent** deals with **your** complaint, **you** can contact the Information Commissioner's Office (ICO). Their role is to protect the rights people have under the GDPR. Visit the ICO's website at www.ico.org.uk/for-the-public/raising-concerns or phone them on 0303 123 1113.

16. Consumer Insurance Act 2012

Under the Consumer Insurance (Disclosure and Representations) Act 2012, you must make sure that all

information you give us is true and accurate. This means **you** must provide accurate and complete answers to all the questions we ask and in the declarations you make when buying this policy. **You** must tell **us** as soon as possible if any of the information you have given us changes. If you do not do this, **your** policy may not be valid and may not pay out if you make a claim.

17. Misrepresentation, Fraud & Financial Crime

We may take action against you if you or anyone representing you:

- a. gives **us** misleading or incorrect information in response to any of the questions we ask when **you** are applying for or amending this policy.
- b. deliberately misleads **us** in order to get cover, a cheaper premium or better terms; gives **us** false documents.
- c. makes a fraudulent payment by bank transfer, credit card or debit card; or makes a claim or part of any claim that is fraudulent, false or exaggerated.

We may decide to:

- a. agree to amend **your** policy to record the correct information, apply any relevant policy terms and conditions and collect any extra premiums that are due, including any premium adjustment charge to cover **our** costs;
- b. reject a claim or reduce the amount **we** pay;
- c. cancel **your** policy and all other policies **you** have with **us** or treat them as if they never existed and charge a cancellation fee;
- d. recover from **you** our costs which relate to the fraudulent claim and any other claims **you** make after the date of the fraudulent act; or
- e. pass details to fraud-prevention and law-enforcement agencies, who may access and use this information. (Other insurers may also access the information **we** send to fraud-prevention and law-enforcement agencies.)

If fraud is identified, **we** will:

- a. not return any premiums **you** have paid;
- b. recover from **you** our costs; and
- c. pass details to fraud-prevention and law-enforcement agencies, who may access and use this information. (Other insurers may also access the information we send to fraud-prevention and law-enforcement agencies.)