

COMBINED RETURN TO INVOICE AND FINANCE GAP INSURANCE POLICY

WHAT IS COVERED

If within the **Period of Insurance** an incident occurs whilst **Your Vehicle** is in the **Geographical Limits** which results in the insured **Vehicle** being classed as a **Total Loss** by the **Motor Insurance Policy** insurer, **We** will pay the financial shortfall between the **Insured Value** of the **Vehicle** and the **Purchase Price** of the **Vehicle**, as confirmed in the invoice of sale, or the **Finance Settlement** figure, whichever is the greater, up to the sum insured. Only one claim can be made under this policy during the **Period of Insurance**.

THE POLICY

Means the cover provided to **You** under the terms and conditions of this insurance contract.

CONTRACT OF INSURANCE

This **Policy Certificate** is evidence of a contract of insurance. This policy will only become effective when the **Administrator** has received payment in full for the policy.

THE INSURER

International Insurance Company of Hannover SE.

International Insurance Company of Hannover SE is registered in Germany, registration number HRB 211924. Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany, acting through its UK branch whose office is located at: 10 Fenchurch Street, London EC3M 3BE, United Kingdom. Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority (FCA No. 659331).

THE POLICY WORDING

The policy wording contains the terms, conditions and exclusions of this insurance.

LEGAL RIGHTS

This insurance is in addition to **Your** legal rights and is not to be substituted for the supplier's 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 in bold with a capital letter.

WORD/EXPRESSION	DEFINITION
Administrator	TAG Insure Limited, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR is an appointed representative of Phoenix Financial Consultants Limited, (FCA registration number 539195) which is authorised and regulated by the Financial Conduct Authority (FCA).
Claims Administrator	TAG Insure Limited, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR is an appointed representative of Phoenix Financial Consultants Limited, (FCA registration number 539195) which is authorised and regulated by the Financial Conduct Authority (FCA).
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.
Finance Agreement	Means Hire Purchase, Contract Hire, Personal Contract Hire, Contract Purchase, Personal Contract Purchase or Finance Lease.
Finance Settlement	Means the amount required by the Lender to settle their interest in Your Vehicle, taking into account early settlement rebates but excluding late payment charges or arrears.
Geographical Limits	Means the areas 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 Date of Loss.
Insured Value	Means the amount You received under the Motor Insurance Policy in respect of the Vehicle as a result of a Total Loss or the Market Value of the Vehicle (whichever is the greater).
Lender	Means the Company providing the finance for Your Vehicle.
Limit of Indemnity	Is the maximum amount that can be claimed in total during the Period of Insurance including labour, parts and where applicable, VAT
Market Value	Is based on that listed in Glass's Guide Trade (adjusted for mileage and factory fitted accessories) for a Vehicle of the same make, model, trim level, recorded mileage and overall condition. We reserve the right to have an independent valuation undertaken should the specification not be available within Glass's Guide or it is suspected that the condition of the Vehicle is such that this would affect the Guide value. 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. Glass's Guide is a motor trade publication recognised and used extensively throughout the motor industry to value used Vehicle/s.
Motor Insurance Policy	Means a comprehensive policy of motor insurance which covers the Vehicle in respect of damage, fire and theft, and which is maintained throughout the Period of Insurance.
Period of Insurance	Means the dates shown in the Policy Certificate.

Policy Certificate	Means the document accompanying this policy which confirms the Period of Insurance, Cover and policy type, Vehicle model and make which You have applied for and which We have accepted.
Purchase Price	Means the sale price of Your Vehicle but unless included in the Vehicle/s' manufacturer's original specification (i.e. any option fitted at the factory), any additional options are excluded from cover and will not form part of the Purchase Price of the Vehicle , which shall not exceed 110% of the retail value as shown in Glass's Guide (adjusted for mileage and factory fitted accessories) at time of sale. When assessing a claim under this policy additional options include but are not limited to; Road Fund Licence, insurance premiums, including this policy and dealer fitted accessories totalling no more than £1,500.
Total Loss/Write Off	When the Vehicle is either stolen and not recovered or is deemed beyond economical or constructive repair by Your Motor Insurance Policy insurer, following fire, theft or accident.
Vehicle/s	Means only the Vehicle as identified in the Policy Certificate for private or business Use (excluding taxis, private hire, courier services and haulage) for Use on the public highway.
We/Us/Our	International Insurance Company of Hannover SE is registered in Germany, registration number HRB 211924. Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany, acting through its UK branch whose office is located at: 10 Fenchurch Street, London EC3M 3BE, United Kingdom. Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority (FCA No. 659331).
You/Your/ Yourself	Means the person named in the Policy Certificate who must be the registered keeper of the Vehicle in respect of contract hire, contract purchase or any leasing contract and the authorised User of the Vehicle and (if applicable) who is named in the Finance Agreement.

ELIGIBILITY

You can apply for cover under this policy if at the date of commencement of the **Period of Insurance**:

- **Your Vehicle** is less than 8 years old with a maximum mileage of 80,000.
- **You** are the owner or the registered keeper of the **Vehicle**, or in respect of contract hire, contract purchase and any leasing contracts, the authorised User for the **Vehicle**.
- **Your Vehicle** as specified on the **Policy Certificate** is listed in the Glass's Guide and principally used in the UK having a maximum net invoice price of £75,000 unless agreed in advance with the **Administrator**.
- **You** are covered under a comprehensive **Motor Insurance Policy** for **Your Vehicle**.
- **You** purchase this policy within 90 days of acquiring the **Vehicle**.

Additionally, in respect of Finance Guaranteed Asset Protection policies:

- **You** are named as the customer in the **Finance Agreement** on the **Vehicle**.
- The term of the **Finance Agreement** is less than or equal to 60 months.

EXCLUSIONS

1. **Vehicle/s** which have been modified in any way from the manufacturer's specification.
2. **Vehicle/s** 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 **Vehicle/s**, or **Vehicle/s** used for competition, racing, pace making, hire or reward, off road Use.
3. Any excess deducted on **Your Motor Insurance Policy** above £250.
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 or outside the liability under this insurance including any form of consequential loss.
7. Any **Total Loss** which is not subject to an indemnity under the accidental damage, fire or theft sections of a **Motor Insurance Policy**.
8. Any **Total Loss** where the driver of the **Vehicle** 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.
9. Additional costs within the settlement of the **Finance Agreement** for anything other than the purchase of **Your Vehicle**. This includes but is not limited to administration charges, option to purchase charges, late payment charges and arrears, early settlement charges etc. and interest charged thereon.
10. **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, unless included in the **Vehicle** manufacturer's original specification (i.e. any option fitted at the factory),
11. Any additional options will not form part of the **Purchase Price** of the **Vehicle**, as confirmed in the invoice of sale, when assessing a claim under this policy. Additional options include but are not limited to; Road Fund Licence, insurance premiums, including this policy, or dealer fitted accessories totalling more than £1,500.
12. Any finance carried across on to **Your Vehicle** from previous finance arrangements.
13. Any maintenance element of monthly payment in respect of **Your Finance Agreement**, including additional services offered such as replacement **Vehicle**, fleet administration, roadside assistance, car telephones and fuel management.
14. Any amount of the **Purchase Price You** paid for the **Vehicle** by which it exceeds 110% of the Glass's Guide Retail valuation (adjusted for mileage and factory fitted accessories) at the time of purchase.
15. **Total Loss** occurring outside Great Britain, Northern Ireland, Isle of Man, Channel Islands, Member Countries of the European Community, and any other country for which an international motor insurance Green Card in respect of the **Vehicle** is effective at **Date of Loss**.
16. If the **Vehicle** is stolen unless all reasonable precautions to protect the **Vehicle** have been taken and when the **Vehicle** is left unattended all security devices and immobilisers are activated, doors locked, windows closed, and all keys removed from the **Vehicle**.
17. If the **Vehicle** is, a goods **Vehicle**, is used as an emergency service **Vehicle**, for self-drive hire, public or private hire or is designed to carry more than 8 people including the driver. The following **Vehicle/s** are also excluded: left hand drive; motorcycles, Bentley, Bristol, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Lamborghini, Lancia Thema, Maserati, Rolls Royce.
18. If **You** decline an offer of a replacement **Vehicle** under the terms of **Your Motor Insurance Policy**, then **We** will settle **Your** claim based on the value of the replacement **Vehicle** and not the settlement figure offered under **Your Motor Insurance Policy**.
19. **Vehicle/s** over 3,500kg gross weight.

GENERAL EXCLUSIONS

Any Total Loss:

1. Where the **Total Loss** occurred before the inception of this insurance.
2. Arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on **Your** or the User of the **Vehicle/s** part.
3. 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. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.
4. 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.
5. Arising directly or indirectly from pollution or contamination.
6. 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.

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 discretion cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. Duty of Care: **You** must not continue to drive the **Vehicle** after any damage or incident if 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**, makes a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or makes a statement in support of a claim, knowing the statement to be false in any respect; or submits a document in support of a claim, knowing the document to be forged or false in any respect; or makes a claim in respect of any loss or damage caused by **Your** wilful act, or with **Your** connivance,

Then:

- i. **We** shall not pay the claim
- ii. **We** may declare the policy void
- iii. **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy
- iv. **We** shall not make any return of premium
- v. **We** may inform the police of the circumstances.

Where the Claim **Administrator** is not consulted prior to the insurance payment being made. Confirmation must be received by **You** the customer from Claim **Administrator** before the insurance payment is made. Failure to comply will result in the claim being refused.

Cancellation - Cooling Off Period

You have the right to cancel this cover within 30 days of receipt of this document without giving any reason and receive a full refund. **You** should contact the dealer from whom **You** purchased this policy by recorded delivery letter, fax or email who will arrange the refund. If **You** wish to cancel this policy after the 30 day cooling off period **You** must send a recorded delivery letter to the dealer from whom **You** purchased this policy. If **You** cancel this policy after the 30 day cooling off period **You** will be entitled to a refund proportionate to the unexpired months remaining in the Return to Invoice cover as shown in **Your Policy Certificate** as long as **You** have not made a claim and do not intend to make a claim. There will be an administration fee of £35 deducted from the calculated amount prior to any refund being paid.

Duty of Disclosure

The policy has been issued based upon information which **You** have 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.

The Law Applicable to this policy, **Your** policy will be governed by the law of England and Wales unless **You** and **We** have agreed otherwise.

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.

Making a claim

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

1. Contact the **Claims Administrator**.
2. Protect the damaged **Vehicle**. You must take all reasonable steps to safeguard the **Vehicle** in the event of any damage occurring to **Your Vehicle**.
3. Malicious damage and theft. You must report the incident to the Police and advise **Us** of **Your** valid crime reference number.
4. Claims Procedures. A detailed claims procedure is given in this policy. You must follow this procedure, failure to do so may result in non-payment of **Your** claim.
5. Salvage. We accept no liability for the responsible disposal of **Your Vehicle** or its salvage in any event.
6. Use of Assessors. 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.
7. 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.
8. Offer of Settlement. If You accept an offer of settlement in respect of a **Total Loss** from **Your Motor Insurance Policy** of less than the **Market Value** of **Your Vehicle** We will settle **Your** claim using the **Market Value**.

How to make a claim

If **Total Loss** occurs, please help the **Claims Administrator** by reporting **Your** claim according to the following procedure.

Contact the Claims Administrator

In the unfortunate event that a **Total Loss** occurs, please contact the **Claims Administrator**, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR or call 0333 323 0383.

For Claims Authorisation, You must:

1. Advise **Your** policy number and **Vehicle** details.
2. Advise the cause of **Total Loss**.
3. Contact the **Claims Administrator** as soon as You receive the written offer of settlement under **Your Motor Insurance Policy**.
4. Supply the following:
 - i. A copy of **Your** motor insurance schedule including **Your Motor Insurance Policy**.
 - ii. Purchase invoice.
 - iii. Crime number (if applicable).
 - iv. **Finance Agreement** with settlement letter (if applicable).
 - v. **Vehicle** registration document in **Your** name (V5).
 - vi. Photos of the damaged **Vehicle** (if applicable).
 - vii. A completed claim form (this will be sent out when **Your** claim is recorded).
 - viii. Insurance settlement letter (when agreed).
5. Settlement. No benefit shall become payable under this policy until We have received proof to Our satisfaction of:
 - i. Payment of the appropriate premium in respect of the policy.
 - ii. The payment of the claim for **Total Loss** under the **Motor Insurance Policy**.
 - iii. Evidence of the **Total Loss** and the **Insured Value** as at the **Date of Loss**.
 - iv. **Your** policy number and **Vehicle** details and a copy of **Your** insurance **Policy Certificate**.
 - v. Cause of **Total Loss**.
 - vi. A valid crime reference number in the case of malicious damage or theft.
 - vii. **Your** contact and payment details for reimbursement.
 - viii. Details of any outstanding finance arrangement including the outstanding balance, remaining term, interest charges.
 - ix. **Your** original invoice detailing **Purchase Price** of the **Vehicle**.
 - x. Any other evidence which may be reasonably required by **Us**.

FRAUDULENT CLAIMS or MISLEADING INFORMATION

We take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or intended to mislead, or if any misleading or fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this insurance, **Your** right to any benefit under this insurance will end, **Your** cover will be cancelled and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the Police.

TRANSFERRING YOUR POLICY

This policy cannot be transferred to another **Vehicle** or to any subsequent owner of the **Vehicle**.

CANCELLING YOUR POLICY

You have the right to cancel this cover within 30 days of receipt of the policy document without giving any reason and receive a full refund. **You** should contact the selling agent by recorded delivery letter, fax or email who will arrange the refund. If **You** wish to cancel this policy after the 30 day cooling off period, **You** must send a recorded delivery letter to the **Claims Administrator**. If **You** cancel this policy after the 30 day cooling off period, there will be a proportionate refund provided there have been no claims, if there has been any claim, no refund will be given. **We** may cancel this policy by giving **You** 30 days' notice posted to the address shown on the **Policy Certificate**. Unless the reason for cancellation is, in **Our** opinion, for fraudulent activity, **You** will be entitled to a pro-rata return of premium after the deduction of a £35.00 administration fee.

CUSTOMER ENQUIRIES

We will always try to give **You** a quality service. If **You** think **We** have let **You** down, please write to:

TAG Insure Limited,
Unit 8 Abbots Business Park,
Primrose Hill, Kings Langley,
Hertfordshire, WD4 8FR

Alternatively, **You** can contact them by email at: complaints@taginsure.co.uk.

Details of **Our** internal complaint-handling procedures are available on request. If **You** are still not satisfied, **You** can contact the Insurance Division of the Financial Ombudsman Service at:

Exchange Tower,
London, E14 9SR

You can also contact them on 0800 023 4567 or 0300 123 9123. Website: www.financial-ombudsman.org.uk

You have the right to refer **Your** complaint to the FOS, free of charge, but **You** must do so within six months of the date of **Our** final response letter.

If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

COMPENSATION SCHEME

We are covered by the Guarantee Fund for Non-Life Insurance Companies. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. Insurances are covered for 100% of the claim without any upper limit subject to a £125 Excess contribution. Contact telephone no: 00 45 3343 5500 for further information.

If **We** are unable to meet **Our** obligations under this insurance, **You** may be entitled to compensation from the Financial Services Compensation Scheme, depending on the type of insurance and circumstances of claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information can be obtained from the Financial Services Compensation Scheme at 7th Floor Chambers, Portsoken Street, London E1 8BN. Data Protection Act 1998

LANGUAGE AND LAW

This insurance is written in English and all communications about it will be in English.

The law which applies to this insurance is the law applicable in the part of the United Kingdom, Channel Islands or Isle of Man in which **You** live and any legal proceedings between **You** and **Us** in connection with this contract will take place in the courts of the part of the United Kingdom, Channel Islands or Isle of Man in which **You** live. This insurance is a legally binding contract between **You** and **Us** and does not give, or intend to give, rights to anyone else. Only **You** or **Us** can enforce the terms of this contract. **We** will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

DATA PROTECTION ACT

Any personal information provided by **You** may be held by the insurer in relation to **Your** insurance cover. It may be used by the insurer's 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 motor engineers, 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** will 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:

- Help make decisions on legal expense insurance proposals and insurance claims, for **You** and members of **Your** household
- Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies
- Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

Under Data Protection legislation, **You** can ask **Us** in writing for a copy of certain personal records held about **You**. A charge may be made for this service.

We may contact **You** by letter, email or phone during the course of the claim and at the conclusion of the claim to complete any customer satisfaction surveys.

We will not make **Your** details available to any other company to Use for their own marketing purposes.