

# Policy Handbook

**Agreed Valuation GAP Insurance**

**What You Need to Know**

May 2018

## Contents

• Policy Summary	1	• Excluded Vehicles	4
• Understanding Your Policy	2	• Excluded Vehicle Uses	5
• Definitions	2	• Claims Conditions and How to Make a Claim	5
• What is Covered	3	• General Conditions	6
• Other Benefits	3	• Cancelling Your Policy	6
• What is Not Covered	4	• Making a Complaint	6
		• General Data Protection Regulation	6

**If you need to make a claim on your policy, in the first instance please call 024 7652 7831.**

## Policy Summary

*Agreed Valuation GAP Insurance. Underwritten by AXA France IARD SA. This policy summary does not contain full details and conditions of your insurance – these are located in your policy wording.*

Where headings are shown in *blue italics* in this policy summary, full details can be found in your policy wording using the same headings. To help you locate these within the policy wording, please refer to the contents section detailing the main sections of the policy.

### Type of Insurance and Cover

Agreed Valuation GAP insurance.

### Eligibility

You are eligible for this insurance, provided at date of commencement and during the period of insurance your vehicle:

- Is a car or light commercial vehicle up to 3500kg gross weight and is permanently registered in the United Kingdom.
- Is insured by a comprehensive motor insurance policy covering damage, fire and theft, issued by an insurer authorised in the United Kingdom.
- Is not included under the section entitled *Excluded Vehicles*.
- Is not used for any of the uses specified in the *Excluded Vehicle Uses* section.
- Has never appeared on the total loss register.
- Has a market value of £2,500 at the date of commencement.
- Is under 8 years old at the date of commencement.
- Has covered less than 80,000 miles at the date of commencement.

and

- You are the legal owner of the vehicle insured under this policy.

### Significant Features and Benefits

#### *What is Covered*

Subject to exclusions this insurance covers the amount by which the agreed valuation (as defined in the policy wording) exceeds the insured value you receive from the motor insurance policy following the total loss of your vehicle in the UK.

The original purchase price may be used as the basis of valuation if you purchased this insurance cover within 30 days of your vehicle purchase and you purchased your vehicle from a VAT registered motor trader.

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### Significant or Unusual Exclusions or Limitations

#### *What is Not Covered* and *General Conditions*

- Your vehicle must be serviced in accordance with the manufacturer's requirements during the period of insurance. You must keep all service invoices as these will be needed when making a claim.
- Any claim that occurs when you are not the legal owner and keeper of the vehicle.
- Any claim that occurs when your vehicle is not covered under a comprehensive policy of motor insurance, covering damage, fire and theft or covers your vehicle for third party, fire and theft, issued by an insurer authorised in the United Kingdom.
- Any claim where the motor policy insurer offers to provide a replacement vehicle in settlement of your claim, whether you accept it or not.
- Any claim where the motor insurance policy insurer has offered to repair the vehicle but you have requested the claim to be dealt with on a total loss basis.
- Any claim by accident 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.
- Any replacement, loss, damage or liability that can be claimed from a more specific insurance.
- Your vehicle is included under the section entitled *Excluded Vehicles*.
- Claims arising as a result of using the vehicle for any of the *Excluded Vehicle Uses*.
- Wear and tear.
- In the case of any claim where you accept an offer of insurance settlement of less than the market value of your vehicle on the date on which your vehicle is deemed to be a total loss by the motor insurance provider, we will settle your claim using the market value on this date.
- If you have purchased your vehicle from a VAT registered motor trader within 30 days of taking this cover, we will not cover any additional costs shown on the vehicle purchase invoice for anything other than the purchase of your vehicle. This includes but is not limited to, motor insurance, servicing and maintenance plans, warranty, payment protection and recovery, road fund licence and accessories fitted other than by the manufacturer, or any outstanding finance carried over from a previous credit agreement including cash back.
- The policy will end on payment of a valid claim.

- Any replacement, loss, damage or liability that can be claimed on a more specific insurance.
- Under no circumstances can this policy be transferred to any other person or vehicle.

### Duration

The cover duration is variable. You may need to review this cover periodically to ensure it remains adequate for your needs. Please refer to your policy schedule which will show the duration of cover applicable.

### Cancelling Your Policy

You have the right to cancel this policy at any time during the period of insurance.

If you have paid a premium for the cover and you cancel within 30 days of the receipt of the policy documentation, or the commencement date, whichever is later, we will make a full refund of premium provided no claim has been made.

Where a claim has been made within the first 30 days then the value of the claim will be deducted from your refund. Should this reduce the balance to zero then no refund will be payable to you.

If you cancel after the first 30 days of receipt of the policy documentation, or the commencement date, whichever is later, and no claims have been made you will be entitled to a pro rata refund for the complete unexpired months remaining of the policy after the deduction of our administration fee of £30 + VAT. If a claim has been made there will be no refund of premium.

Please refer to the [Cancelling Your Policy](#) section for full cancellation terms and conditions.

### How to Claim

You are required to contact the claims office so that the claims procedure can be fully explained to you. To make a claim, please telephone the claims office on telephone number 024 7652 7831.

### Making a Complaint

Any complaint you may have should in the first instance be addressed to Global Insurance Management Limited.

If you have received a final written response to your complaint and it is still not resolved, you can approach The Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of addresses and contact numbers can be found in the [Making a Complaint](#) section of the policy wording.

### Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

## Understanding Your Policy

*This policy is underwritten by AXA France IARD SA registered in the Nanterre (France) Trade and Companies Register under number 722 057 460, having their registered office at 313 Terrasses de l'Arche, 92727 Nanterre, France and regulated by the ACPR (Autorite de Controle Prudentiel et de Resolution), 61 Rue Taitbout, 75436 Paris Cedex 09, France.*

This policy is administered by Global Insurance Management Ltd on behalf of AXA France IARD SA. Global Insurance Management Ltd is authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by visiting the FCA's website at <https://register.fca.org.uk>.

Please refer to **your** policy schedule for confirmation of the cover **you** have been supplied with or have purchased.

Please read this policy 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 might arise and could lead to the policy becoming void. Please ensure **you** keep it in a safe place so **you** can read it again if **you** need to.

**Your** attention is drawn to the complaints procedure in the section entitled Making a Complaint.

### The Policy

**Your** policy is evidence of **your** contract of insurance with **us**. **You** should read it carefully and keep it in a safe place.

In return for having accepted **your** premium **we** will, in the event of a **total loss** occurring in the **period of insurance**, provide insurance as described in the following pages and referred to in **your** schedule.

The policy contains details of the insurance cover **you** have been supplied with or have purchased, what is excluded from cover and the conditions of this insurance. The policy should be read in conjunction with the policy schedule.

### The Policy Schedule

This must be kept with the policy and contains **your** details, details of the **vehicle**, details of the cover provided to **you** under this policy and the **period of insurance**. Please check that the information contained in the policy schedule is correct and that it meets **your** requirements. If it does not, please immediately contact the **administrator** or the **agent** who arranged this insurance for **you**.

### The Law Applicable to This Policy

**You** and **we** are free to choose the laws applicable to this policy. **We** propose to apply the laws of England and Wales and by purchasing this policy **you** have agreed to do this.

## 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**.*

1. **Administrator** means Global Insurance Management Ltd whose address is 7th Floor, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ. Customer services telephone number: 024 7652 7831.

2. **Agent** means the party, person or company who has arranged this insurance on **your** behalf.
3. **Agreed valuation** means the value of the **vehicle** based on the retail valuation in the Glass's Guide for a vehicle of the same age, make, model trim level, recorded mileage and overall condition at the **date of commencement**. **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 **your vehicle** is such that this would affect the 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 vehicle industry to value used vehicles.
4. **Claims office** means Global Insurance Management Ltd whose address is 7th Floor, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ. Claims telephone number: 024 7652 7831.
5. **Date of commencement** means the initial/original start date of this cover, stated on **your** policy schedule.
6. **Date of loss** means the date of the incident to the **vehicle**, in respect of which a **total loss** is subsequently paid under the **motor insurance policy**.
7. **Insured value** means the amount **you** received under the **motor insurance policy** in respect of the **vehicle** as a result of a **total loss**.
8. **Market value** is based on the mid point between the retail and trade valuations in the Glass's Guide for a vehicle of the same age, make, model trim level, recorded mileage and overall condition on the **date of loss**. **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 **your vehicle** is such that this would affect the 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 vehicle industry to value used vehicles.
9. **Motor insurance policy** means a policy of motor insurance which is maintained throughout the **period of insurance**, is issued by an insurer authorised in the United Kingdom and covers **your** vehicle in respect of accidental damage, fire and theft (comprehensive policy) or covers **your vehicle** for third party, fire and theft (in which case **we** will only make a payment if **you** receive a **total loss** settlement from either **your** insurer or the third party's insurer).
10. **Original purchase price** means the purchase price **you** paid for the **vehicle** from a VAT registered motor trader (including manufacturer fitted accessories that were fitted at the time of manufacture) but excluding any amount financed above the **agreed valuation of your vehicle**.
11. **Period of insurance** means the length of time that this policy operates as stated on the policy schedule.
12. **Total claim limit** means the maximum amount that can be claimed on the policy during the **period of insurance**. Please refer to **your** policy schedule for further details.
13. **Total loss** means when a claim has been made under the **motor insurance policy** and the claim has been settled, with the **vehicle** salvage forfeited and a total loss payment made in full and final settlement.
14. **Vehicle** means only the vehicle as stated on the policy schedule. Please refer to the Excluded Vehicles section for details of vehicles excluded from cover.
15. **We/us/our** means AXA France IARD SA registered in the Nanterre (France) Trade and Companies Register under number 722 057 460, having their registered office at 313 Terrasses de l'Arche, 92727 Nanterre, France and regulated by the ACPR (Autorite de Controle Prudentiel et de Resolution), 61 Rue Taitbout, 75436 Paris Cedex 09, France.
16. **Wear and tear** means the gradual deterioration associated with the use, age and mileage of the **vehicle**.
17. **You/your** means the policyholder named on the policy schedule.

## What is Covered

This insurance is designed to pay for the financial shortfall between the amount **you** receive from the **motor insurance policy**, or the **market value** of the **vehicle**, whichever is the greater, in the event of **your vehicle** being a **total loss** following damage, fire or theft in the UK and the **agreed valuation** at **date of commencement** as stated on **your** policy schedule.

The **original purchase price** may be used as the basis of valuation if **you** purchased this insurance cover within 30 days of **your** purchase of the **vehicle** from a VAT registered motor trader.

Subject to the conditions and exclusions set out in this policy, **you** are covered up to the **total claim limit** as shown on **your** policy schedule.

**Market value** is based on the mid-point between the retail and trade valuations in the Glass's Guide for a vehicle of the same age, make, model, trim level, recorded mileage and overall condition. Glass's Guide is a motor trade publication recognised and used throughout the motor vehicle industry to value used vehicles.

## Policy Limits

### Total claim limit

Please refer to **your** policy schedule for the **total claim limit** applicable to this policy.

This policy will end on payment of a valid claim.

## Other Benefits

*This insurance also includes the following benefits, subject to the General Conditions, Claims Conditions and What is Not Covered by this policy.*

### Motor Insurance Excess

This policy covers motor insurance excess up to an amount of £250.00.

## Overseas Use

This policy covers overseas use for a maximum of 60 days consecutively during the **period of insurance**, subject to the General Conditions, Claims Conditions and what is Not Covered by this policy.

If **you** wish to speak to the **claims office** whilst abroad, please telephone (00) 44 247 6527831.

## What is Not Covered

The following are excluded from cover provided under this policy:

1. Any **total loss** where the fault or incident leading to **total loss** occurred before the **date of commencement** of this policy.
2. Any incidence of malicious damage or theft, which is not accompanied by a valid and substantiated crime reference number.
3. Any **total loss** where the **vehicle** is stolen by any person having access to the keys of the **vehicle** unless the keys are obtained using forcible and violent means.
4. Any **total loss** by accident 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.
5. Any **total loss** which is not subject of a claim payment under the damage, fire or theft sections of a **motor insurance policy**.
6. Any additional costs shown on **your vehicle** invoice for anything other than the purchase of **your vehicle**. This includes, but is not limited to, motor insurance, servicing and maintenance plans, warranty, payment protection, recovery, road fund licence, accessories fitted other than by the manufacturer.
7. Any amount deducted by the **motor insurance policy** insurer in respect of but not limited to salvage, excess over £250, **wear and tear** or any damage previously sustained to the **vehicle** in any incident not resulting in the **vehicle** being declared a **total loss**.
8. Any claim arising from a **total loss** where **you** have accepted a replacement vehicle under terms offered by the **motor insurance policy**.
9. Any costs incurred in excess of, or outside of, the liability under this insurance. It is **your** responsibility to meet any costs in excess of, or rejected as not being **our** liability.
10. Any costs resulting from using **your vehicle** for any use in the Excluded Vehicle Uses section.
11. Any costs arising from depreciation or in the value of the **vehicle** other than as specified in the What is Covered section.
12. **You** are not covered for any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated as covered in this policy.
13. Any liability where the **vehicle** is found to be unfit for the purpose for which it was intended, is not as described or is not of satisfactory quality.

14. Any liability in respect of **your vehicle** after the policy has been transferred to a replacement vehicle.
15. VAT where **you** are VAT registered.
16. Any **total loss** of any nature arising directly or indirectly, in whole or in part, due to any misuse, act or omission which is wilful, or unlawful on **your** part.
17. Any **total loss** incurred whilst **your vehicle** is outside the United Kingdom for more than 60 days consecutively.
18. Any **total loss** due to any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electrical or electronic system directly or indirectly caused by computer viruses.
19. Any **total loss** due to the failure, or fear of failure, or inability of any equipment or any computer program, whether or not **you** own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date.
20. Any **total loss** where the replacement, loss, damage or liability is claimable on a more specific insurance or guarantee.
21. **Wear and tear**.
22. Under no circumstances can this policy be transferred to any other person or vehicle.

## Excluded Vehicles

The following vehicles and uses are excluded from cover provided under this policy.

Vehicles:

- Not designed and manufactured to UK specifications.
- Modified from the manufacturer's specification.
- Which include any experimental equipment, whether or not supplied by the manufacturer.
- Owned temporarily or otherwise by a lease company or business formed for the purposes of selling or servicing motor vehicles.
- Designed to carry more than 8 people including the driver.
- Over 3500kg gross weight.
- Which are classified as nonpassenger cars, motor caravans, caravans, kit cars or replica cars.
- Specifically designed for primary sale in Northern, Southern and Central America.
- Powered by rotary engine, hydrogen fuel cell, Liquid Petroleum Gas (LPG) or Compressed Natural Gas (CNG) or solely by electricity.
- With a market value of less than £2,500 at inception of this policy.
- Over 8 Years old or have travelled more than 80,000 miles at the date of inception.
- Which have previously appeared on the total loss register.

## Excluded Vehicle Uses

Any **vehicle** used for competition, trial (other than treasure hunts), track days, rally, racing, greenlaning, pace making or off road use. Any **vehicle** used for hire or reward, transportation of goods, driving school, delivery courier and emergency or recovery services.

## Claims Conditions and How to Make a Claim

**You** must comply with the following conditions and instructions to have the full protection of **your** policy. If **you** do not comply with them **we** may, at **our** option:

- Cancel the policy.
- Refuse to deal with **your** claim.
- Reduce the amount of the claim payment.

### Offer of Settlement

Please do not accept an offer of settlement in respect of a total loss from the **motor insurance policy** until you have contacted the **claims office**. If **you** accept the offer of settlement before **you** have contacted the **claims office** of less than the market value of the **vehicle** **we** reserve the right to settle **your** claim using the market value of **your vehicle**, adjusted for condition, age and mileage.

Market value is based on the mid-point between the retail and trade valuations in the Glass's Guide for a vehicle of the same age, make, model, trim level, recorded mileage and overall condition. Glass's Guide is a motor trade publication recognised and used throughout the motor vehicle industry to value used vehicles.

### Protect the Damaged Vehicle

**You** must take all reasonable steps to safeguard the **vehicle** in the event of damage occurring to **your vehicle**.

### Malicious Damage and Theft

In the case of malicious damage or theft, **you** must report the incident to the police and advise the **claims office** of **your** valid crime reference number.

### Fraud

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

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

Then **we**:

- will not pay the claim
- will not pay any other claim which has been made or will be made under the policy
- will declare the policy void
- will be entitled to recover from **you** the amount of any claim already paid under the policy
- will not make any return of premium
- may inform the police of the circumstances.

## Transfer of Rights

**We** may at **our** option take any steps in **your** name against any person including, but not limited to the **motor insurance policy** provider 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 the **motor insurance policy** provider in respect of **your total loss** claim.

## Making a Claim

If a **total loss** occurs **you** must report **your** claim according to the following procedure.

All claims must be made as soon as reasonable and in any case, no more than 30 days after it becomes apparent that **your vehicle** will be declared a **total loss** by the **motor insurance policy** provider.

## Contact the Claims Office

**You** are required to contact the **claims office** so that the claims procedure can be fully explained to **you**.

The claim notification telephone number is 024 7652 7831. Calls are recorded and monitored.

## Claims Authorisation

For claims authorisation, **you** must confirm:

- **Your** policy number and **vehicle** details.
- The exact mileage of **your vehicle** at the time of **total loss**.
- The cause of **total loss**.
- The outstanding **finance agreement** settlement figure.

A claim form will be sent to **you** for completion and return.

## Payment

No benefit shall become payable under this policy until **we** have received proof to **our** satisfaction of:

- Payment of the claim for **total loss** under the **motor insurance policy** stating the insurance settlement figure.
- The market value as at the **date of loss**.
- Cause of **total loss**.
- Valid crime reference number in the case of malicious damage or theft.
- Evidence of the **outstanding balance**, remaining term, interest charges, and any reduction available for early redemption.
- The original invoice detailing the **original purchase price**.
- Any other evidence which may be reasonably required by **us**.

The **administrator** will not be held responsible for any costs incurred due to a delay in acquiring or submitting details.

If **you** are not the legal owner of the **vehicle** **we** will make the payment in the event of a claim to the legal owner.

If any part of **your** claim is declined **you** may request the reason in writing. Please contact the **claims office**.

## Use of an Engineer

At notification of any claim, or following receipt of the estimate, the **claims office** reserves the right to Instruct

## Hughes Insurance Agreed Valuation GAP Insurance

an engineer to inspect **your vehicle** before authorising any claim.

When this right is exercised **we** shall have no liability for any loss incurred by **you** arising from any possible delay. Any decision on liability will be withheld until the engineer's report is received.

### Salvage

**We** accept no liability for the disposal of **your vehicle** or any parts of it in any event.

### Overseas Use

In the event of **total loss** outside of the United Kingdom, all terms, conditions and exclusions of this policy apply.

## General Conditions

**You** must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply with them **we** may, at **our** option:

- Cancel the policy.
- Refuse to deal with **your** claim.
- Reduce the amount of the claim payment.

### 1. Vehicle Checks

Between services **you** must ensure that the regular vehicle checks are carried out, as recommended by the manufacturer and stated in the servicing handbook, for example: fluid level checks.

### 2. Changes in Your Circumstances

**You** must notify **us**, as soon as possible, of any of the following changes to **your** circumstances, as these may affect this insurance: change of address, change of registration number, change of use or ownership of the **vehicle**. **We** will then advise **you** of any change in terms.

### 3. Vehicle Registration

**Your vehicle** must be permanently registered in the UK during the **period of insurance** and insured by a **motor insurance policy** issued by an insurer authorised in the UK during the **period of insurance**.

### 4. In the Event of Your Death

In the event of **your** death, the remaining benefit of this policy may be transferred to **your** spouse or partner if they become the owner of the **vehicle** insured under this policy. Proof in the form of a death certificate and change of registered keeper will be required before any remaining benefit will be transferred. Under no other circumstances can this policy be transferred to another person.

## Cancelling Your Policy

**You** may cancel this policy at any time, if **you** received this policy free of charge there will be no refund of premium.

### Statutory Cancellation Rights

If **you** have paid a premium for the cover and **you** cancel within 30 days of the receipt of the policy documentation, or the commencement date, whichever is later, **we** will make a full refund of the premium provided no claim has been made.

Where a claim has been made within the first 30 days then the value of the claim will be deducted from **your**

refund. Should this reduce the balance to zero then no refund will be payable to **you**.

**You** should contact the **agent** to arrange the premium refund. The **agent** will refund **your** premium to **you** after authorisation from **us**. After receipt of **your** instructions no further claim payments will be made for any incident likely to result in a valid claim being made, whether notified to **us** or not at the time of **us** receiving **your** instructions.

### Cancellation Outside The Statutory Period

If **you** cancel this policy after the first 30 days of receipt of the policy documentation, or the commencement date, whichever is later, and no claims have been made **you** will be entitled to a pro rata refund for the complete unexpired months remaining of the policy after the deduction of **our** administration fee of £30 + VAT. If a claim has been made there will be no refund of premium.

**You** may cancel this policy by providing notice to the **agent**:

Telephone Number: 028 9104 2370.

Address: GAP Insurance Department, Hughes Insurance, 4 Jubilee Road, Newtownards, Co. Down, BT23 4WN

Email Address: Customer.Service@hughesinsurance.co.uk

After receipt of **your** instructions no further claim payments will be made for any incident likely to result in a valid claim being made, whether notified to **us** or not at the time of **us** receiving **your** instructions.

Where **you** have agreed an instalment plan to pay for this cover, **your agent** may deduct the outstanding amount due to them from any refund received from **us**. **Your agent** will confirm any amount owed to them prior to actioning **your** request.

### Cancellation By Us

**We** reserve the right to cancel the policy by providing 90 days prior written notice by registered post to **your** last known address. If **we** cancel **your** policy **we** will retain an amount of premium for the number of expired months cover and refund the balance calculated on the complete unexpired months to **you**, at **your** last known address.

## Making a Complaint

***We aim to provide the highest standard of service to every customer. If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right. All complaints **we** receive are taken seriously. The following will help **us** understand your concerns and give **you** a fair response.***

### Making Your Complaint

If **you** have a complaint, please contact:

**Claims Office**, Global Insurance Management Limited, 7th Floor, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ.

Tel: 024 7652 7810

Email: claims@globalim.co.uk

Tel: 024 7652 7812

When **you** make contact please provide the following information:

## Hughes Insurance Agreed Valuation GAP Insurance

- **Your** name, address and postcode, telephone number and e-mail address (if **you** have one)
- **Your** policy and/or claim number, and the type of policy **you** hold
- The reason for **your** complaint

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

### Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. **You** have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

If **we** cannot resolve **your** complaint **you** may refer it to the Financial Ombudsman Service at the address given below.

Monday to Friday - 8am to 8pm

Saturday - 9am to 1pm

Address: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Tel: 0800 023 4 567\*

Tel: 0300 123 9 123\*\*

Fax: 020 7964 1001

\*calls to this number are now free on mobile phones and landlines.

\*\*calls to this number cost no more than calls to 01 and 02 numbers.

These numbers may not be available from outside of the UK - so please call from abroad on +44 20 7964 0500.

### Our Promise to You

**We** will:

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep **you** informed of progress.
- Do everything possible to resolve **your** complaint.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be recorded or monitored. Call costs may vary depending on **your** service provider.

### General Data Protection Regulation

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling sanction checking and fraud prevention, subject to the provisions of applicable data protection law.

**We** collect and process **your** details as necessary for performance of **our** contract with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- use of sensitive information, in order to provide the services described in this policy, by using **our** services, **you** consent to **us** using such information for these purposes;
- disclosure of information about **you** and **your** insurance cover to companies within the AXA Group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- technical studies to analyse claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory) detailed analysis on claims/calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;
- sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** carry out these activities within Ireland and the European Economic Area as well as outside of the European Economic Area. The data protection laws and the agreements **we** have entered into with the receiving parties in relation to the processing of data outside of the European Economic Area provide a similar level of protection to the laws and agreements **we** have entered into with the European Economic Area.

By being provided with or purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** data privacy notice (see below).

**We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, for example government records of when **your** MOT is due, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**You** are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use your data. Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Global Insurance Management Limited, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer, Global Insurance Management Limited, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ

Email: [DPO@globalim.co.uk](mailto:DPO@globalim.co.uk)

**Our** full privacy notice is available at:

[www.globalim.co.uk/privacy](http://www.globalim.co.uk/privacy)

Alternatively, a hard copy is available from **us** on request.