

Policy Handbook

Contract Hire GAP Insurance

What You Need to Know

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If you need to make a claim on your policy, in the first instance please call 024 7652 7810

Policy Summary

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Contract Hire Financial Shortfall 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 page detailing the main sections of the policy.

Type of Insurance and Cover

Contract Hire Financial Shortfall GAP Insurance.

This insurance provides cover for the financial shortfall between the amount you receive from your motor insurance policy in the event of your vehicle being a total loss, as defined in the policy wording, following damage, fire or theft in the UK and the amount you require to settle your contract hire agreement before any claim occurred up to a maximum as shown on your policy schedule.

You are insured up to the total claim limit as a total. This policy will end on payment of a valid claim.

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.
- 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 minimum 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

- At date of commencement and during the period of insurance you are the person or company named in the contract hire agreement and this is the same name as noted in the policy schedule for this policy.
- You have a contract hire agreement on your vehicle which does not exceed 60 months in duration.
- You are named as the policyholder in the motor insurance policy for your vehicle.
- You apply for cover up to 30 days after your vehicle has been delivered to you or your contract hire agreement has commenced, whichever is earlier.

Significant Features and Benefits

What is Covered

Subject to exclusions this insurance covers the amount by which the outstanding balance (as defined in the policy wording) under your contract hire agreement exceeds the higher of:

- The insurance settlement you receive from your motor insurance policy following the total loss of the vehicle in the UK, or
- The market value of your vehicle following the total loss of the vehicle in the UK.

Transfer of Ownership

If your motor insurance policy provides a replacement vehicle in the event of total loss, this policy will be transferred to your new vehicle for the remainder of the period of insurance.

In the event of your death, the remaining benefit of this policy may be transferred to your spouse or partner. Under no other circumstances can this policy be transferred to another person.

This is subject to our agreement and conditions detailed in the *General Conditions* section.

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 the vehicle is not comprehensively insured under a motor insurance policy.
- Any claim that occurs when the name on the contract hire agreement does not match the name on this policy.
- Any claim where the motor insurance policy offers to provide a replacement vehicle as settlement of your claim, whether you accept it or not.
- Any claim where the motor insurance policy provider 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.
- Any claim where you accept an offer of insurance settlement of less than the market value of your vehicle, we will settle your claim using the market value.

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- Any additional costs shown on the 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 and recovery, road fund licence and accessories fitted other than by the manufacturer, or any cash back.
- Any amount of negative equity included in your agreement that has been transferred from a previous hire purchase, lease purchase, conditional sale, loan or credit agreement.
- Any amount added to the outstanding balance by your contract hire agreement provider in respect of late payment charges, excess mileage charges, vehicle re-registration charges, maintenance charges, corporation tax or VAT where you are VAT registered.
- The policy will end on payment of a valid claim.

Subject to our agreement and [General Conditions](#), this policy is only transferable if:

A replacement vehicle has been provided by your motor insurance policy provider in the event of a total loss.

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).

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 Limited on behalf of AXA France IARD SA. Global Insurance Management Limited 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 this policy 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 Limited, 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. **Claims office** means Global Insurance Management Limited, whose address is 7th Floor, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ. Claims telephone number: 024 7652 7831.
4. **Contract hire agreement** means the contract hire agreement taken out in **your** name to finance the hire of the **vehicle**.
5. **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**.

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- Insured value** means the amount **you** received under **your 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.
- 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. **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.
- 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** and is issued by an insurer authorised in the United Kingdom.
- Original market value** means the **market value** of the **vehicle** at the commencement date of this policy (including manufacturer fitted accessories that were fitted at the time of manufacture) but excluding any amount contracted above the **market value** of the **vehicle** on the **contract hire agreement** on the date of commencement.
- Outstanding balance** means the amount **your** contract hire provider calculates **you** must pay to settle **your contract hire agreement** on the **date of loss**. This sum will include any rebate, interest rate charge reductions for early settlement or refunds in respect of overpayment and will be less any arrears, interest on arrears or late payment fees, maintenance and VAT.
- Period of insurance** means the length of time that this policy operates as stated on the policy schedule.
- 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.
- Total loss** means when a claim has been made under **your 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.
- Vehicle** means only the vehicle as stated on the policy schedule and specified on **your contract hire agreement**. Please refer to the Excluded Vehicles section for details of vehicles excluded from cover.
- 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.
- Wear and tear** means the gradual deterioration associated with the use, age and mileage of the **vehicle**.
- 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 **your motor insurance policy**, or the **market value** of the **vehicle**, whichever is greater, in the event of **your vehicle** being a **total loss** following damage, fire or theft in the UK and the amount **you** require to settle **your contract hire agreement**, excluding any amount financed above the **original purchase price** of **your vehicle**.

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 policy** 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.

Transfer Request

If **your motor insurance policy** provides a replacement vehicle in the event of **total loss**, this policy will be transferred to **your** replacement vehicle for the remainder of the **period of insurance**. This is subject to **our** agreement, What is not covered and General Conditions.

In the event of **your** death, the remaining benefit of this policy may be transferred to **your** spouse or partner. Under no other circumstances can this policy be transferred to another person.

This is subject to our agreement and conditions detailed in the General Conditions section.

What is Not Covered

The following are excluded from cover provided under this policy:

- Any **total loss** where the fault or incident leading to **total loss** occurred before the date of commencement of this policy.
- Any incidence of malicious damage or theft, which is not accompanied by a valid and substantiated crime reference number.
- 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.
- 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.
- Any **total loss** which is not subject to a claim payment under the damage, fire or theft sections of a **motor insurance policy**.
- Additional costs shown on the **contract hire agreement** for anything other than the contract hire of the **vehicle**. This includes but is not limited to, motor insurance, servicing and maintenance plans, road fund licence, maintenance, excess mileage, warranty, payment protection, recovery, accessories fitted other than by the manufacturer or any outstanding finance carried over from a previous credit agreement including cash back.
- Any amount added to the **outstanding balance** by **your contract hire agreement** provider in respect of late payment charges, excess mileage charges, vehicle re-registration charges, maintenance charges, corporation tax or VAT where **you** are VAT registered.

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8. Any amount deducted by **your motor insurance policy** provider 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**.
9. Any claim arising from a **total loss** where **you** have accepted a replacement vehicle under terms offered by **your motor insurance policy**.
10. 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.
11. Any costs resulting from using **your vehicle** for any use in the Excluded Vehicle Uses section.
12. Any costs arising from depreciation in the value of the **vehicle** other than as specified in the What is Covered section.
13. **You** are not covered for any costs that are indirectly caused by the event which led to **your** claim, unless specifically stated as covered in this policy.
14. 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.
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 programme, whether or not **you** own it, to recognise or to interpret correctly or process any data as its true calendar date, or to continue to function correctly beyond that date.
20. Any **total loss** where the repair, replacement, loss, damage or liability is claimable on a more specific insurance.
21. Any **contract hire agreement** in excess of 60 months in duration.
22. **Wear and tear**.

Policy Transfer

We will not transfer cover to a replacement vehicle unless:

- A replacement vehicle has been provided by **your motor insurance policy** provider in the event of a **total loss**.
- **Your contract hire agreement** provider agrees to transfer the **contract hire agreement** to the replacement vehicle.
- **Your contract hire agreement** terms remain unchanged except for the **vehicle** financed.

If there has been a claim then the cover will not be transferred.

Under no circumstances can this policy be transferred to any other person.

Excluded Vehicles

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

Vehicles:

- 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 eight people including the driver.

- Over 3500kg gross weight.
- Which are classified as non-passenger 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), Compressed Natural Gas (CNG) or solely by electricity.
- Have a market value of less than £2,500 at date of commencement of this policy.
- Over 8 years old or have travelled more than 80,000 miles at the date of commencement.
- 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

If **you** accept an offer of settlement in respect of a **total loss** from **your motor insurance policy** of less than **market value** of **your vehicle** **we** will settle **your** claim using the **market value**.

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 your 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 your 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 working days after it becomes apparent that your vehicle will be declared a total loss by your 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 contract hire 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.
- Service history of your vehicle since commencement of cover – if requested by the claims office.
- 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 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 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. Servicing Requirements

Your vehicle must be serviced at a repairer in accordance with the manufacturer's recommendations detailed in the vehicle servicing handbook within a tolerance of 30 days or 1,000 miles whichever occurs first, of the stipulated service interval. It is your responsibility to establish your vehicle manufacturer's servicing schedules and to comply with them by both time and mileage whichever is the sooner.

2. 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.

3. 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 change of ownership. We will then advise you of any change in terms.

4. Vehicle Registration

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

Transferring Cover to a New Vehicle

In order for cover to be transferred to a replacement vehicle the following conditions apply:

- Your vehicle is subject to a total loss and your motor insurance policy provider has provided a replacement vehicle to you in settlement of your claim.
- The replacement vehicle must be of the same make, model and of a similar value and specification to the original vehicle. Please refer to the Transfer of Your Policy Form.
- You must provide evidence of total loss, the offer of vehicle replacement under the motor insurance policy and full details of the replacement vehicle.
- The provider of your contract hire agreement agrees to transfer the outstanding finance to the replacement vehicle and provides you with written agreement to this effect.
- If there has been a claim then cover will not be transferred.
- If there are any changes to the contract hire agreement other than the transfer to the replacement vehicle then cover will not be transferred.

Please note:

No liability will be accepted for your original vehicle after this policy has been transferred to a replacement vehicle. Any claim will be based upon the original purchase price or market value of your replacement vehicle on the date of transfer and the amount you receive from your motor insurance policy in the event of your replacement vehicle being subject to a total loss during the remainder of the period of insurance.

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, and the contract hire company has agreed to transfer the agreement to them unchanged. Proof in the form of a death certificate, change of registered keeper

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and confirmation from **your** contract hire company showing the contract being transferred, will be required before any remaining benefit will be transferred. Under no other circumstances can this policy be transferred to another person.

This is subject to our agreement and conditions detailed in the [General Conditions](#) section.

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:

- **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

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

Contract Hire GAP Insurance

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

Our full privacy notice is available at:

www.globalim.co.uk/privacy

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

Transfer of Your Policy Form

Contract Hire Financial Shortfall GAP Insurance

In the event your motor insurance policy insurer replaces your vehicle under the terms and conditions of their policy for a vehicle that is like for like, there will be no transfer fee.

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, and the contract hire company has agreed to transfer the agreement to them unchanged. Proof in the form of a death certificate, change of registered keeper and confirmation from your contract hire company showing the contract being transferred, will be required before any remaining benefit will be transferred. Under no other circumstances can this policy be transferred to another person.

All You Need To Do

Fill in the details as set out below and return this Transfer of Your Policy Form within 30 days of replacing the vehicle along with written confirmation from your contract hire agreement provider to transfer to:

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

You will be sent a replacement policy schedule detailing your new vehicle which should be read and kept with your policy. Please contact the administrator's Customer Services Department should you require any information on 024 7652 7831.

Policy Number:	Vehicle registration Number:
Name:	
Address:	
Address:	
Date of registration of the replacement vehicle:	Replacement vehicle registration number:
Purchase price of replacement vehicle: £	Mileage of replacement Vehicle:

Please provide documentary confirmation from your motor insurance policy insurer confirming the vehicle has been replaced under their cover and written agreement from your contract hire agreement provider to transfer your contract hire agreement to the replacement vehicle. This can be in the form of a letter or faxed header from the relevant party replacing the vehicle confirming the original registration and the new vehicle details. A copy of the sales invoice for the replacement vehicle needs to be forwarded with this Transfer of Your Policy Form. If the vehicle has been financed we are not liable for any increase in finance owing due to an upgrade in vehicle. This policy can only be transferred if the contract hire agreement remains the same and the vehicle has just been replaced with no further costs incurred.

Your signature

Date