

# Policy Handbook

Contract Hire GAP Insurance

What You Need to Know

October 2024



**Hughes  
Insurance**

If you need to make a claim on your policy, in the first instance please call 024 7652 7849.

## Policy Summary

**Contract Hire Financial Shortfall GAP Insurance. Underwritten by Arch Insurance (UK) Limited. 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 £5,000 at the date of commencement.
- Is under 10 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 90 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.
- 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. This Policy is non-renewable.

### **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 days remaining of the policy after the deduction of a £15 administration fee applied by the Administrator. 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. Monday - Friday 9am - 5pm and Saturday 9am - 1pm.

### **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)).

## **Contact Us**

### **Customer Services**

If you have any queries regarding this policy, please contact:

Telephone Number: 024 7652 7848

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

## Contents

• Understanding Your Policy	<b>3</b>	• Claims Conditions and How to Make a Claim	<b>6</b>
• Definitions	<b>3</b>	• General Conditions	<b>8</b>
• What is Covered	<b>4</b>	• Transferring Cover to a New Vehicle	<b>8</b>
• Other Benefits	<b>4</b>	• Cancelling Your Policy	<b>9</b>
• What is Not Covered	<b>4</b>	• Making a Complaint	<b>9</b>
• Excluded Vehicles	<b>5</b>	• Contact Us	<b>10</b>
• Excluded Vehicle Uses	<b>6</b>	• Transfer Request Form	<b>11</b>

**If you need to make a claim on your policy, in the first instance please call 024 7652 7849.**

## Understanding Your Policy

**This policy is underwritten by Arch Insurance (UK) Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA reference number 229887. Registered Office 4th Floor, 10 Fenchurch Avenue, London EC3M 5BN. Registered in England and Wales: No. 04977362.**

This policy is administered by Global Insurance Management Limited in its capacity as the Agent of Arch Insurance (UK) Limited. 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 Retailer who arranged this insurance for you.

## The Law Applicable to This Policy

This policy is subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.

## 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 / Agent** means Global Insurance Management Limited, whose address is 5th Floor West Bourn, 1 Manor House Drive, Coventry CV1 2TG. Customer Services telephone number: 024 7652 7848. Claims telephone number: 024 7652 7847. Email: [info@globalim.co.uk](mailto:info@globalim.co.uk)
- 2. Active War** means active participation in a war by a Customer who is deemed by Law to be under instruction from or employed by the armed forces of any country.
- 3. Claims Office** means Global Insurance Management Limited, whose address is 5th Floor West, Bourn, 1 Manor House Drive, Coventry CV1 2TG. Claims telephone number: 024 7652 7849. Monday - Friday 9am - 5pm, Saturday 9 - 1pm.
- 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**.
- 6. 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.
- 7. 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.

- 8. 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.
- 9. 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.
- 10. Outstanding balance** means the amount **your contract hire agreement** 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.
- 11. Period of insurance** means the length of time that this policy operates as stated on the policy schedule.
- 12. Retailer** means the party, person or company who has arranged this insurance on **your** behalf.
- 13. 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.
- 14. 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.
- 15. War** means:
- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  - b. any act of Terrorism, or
  - c. any act of War or Terrorism involving the use of or release of a threat to use any nuclear weapon or device or chemical or biological agent.
- 16. We/Us/Our** means Arch Insurance (UK) Limited.
- 17. Wear and tear** means the gradual deterioration associated with the use, age and mileage of the vehicle.
- 18. 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**.

In addition **we** will also cover **your** initial deposit rental that **you** paid on **your vehicle** - up to the maximum of £3,000.

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. This policy is non-renewable.

## 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 £750.00

### 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 24 7652 7831. Monday - Friday 9am - 5pm, Saturday 9 - 1pm.

### 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:

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 to a claim payment under the damage, fire or theft sections of a **motor insurance policy**.
  6. 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.
  7. 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.
  8. Any amount deducted by **your motor insurance policy** provider in respect of but not limited to salvage, excess over £750, **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 claim or loss resulting in any way from:
    - a. Any loss, damage, liability, cost or expense caused by cyber-attacks which can take the form of malicious code, software, virus & computer related hoaxes;
    - b. Any Customer engaging in Active War;
    - c. Any loss, damage, liability, cost or expense caused by cyber-attacks which can take the form of malicious code, software, virus & computer related hoaxes;
  - d. The Insurer shall not be deemed to provide Cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such Cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America;
  19. 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.
  20. 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 date as its true calendar date, or to continue to function correctly beyond that date.
  21. Any **total loss** where the repair, replacement, loss, damage or liability is claimable on a more specific insurance.
  22. Any **contract hire agreement** in excess of 60 months in duration.
- 23. 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, fuel cell, Liquid Petroleum Gas (LPG) or Compressed Natural Gas (CNG).
- With a **market value** of less than £5,000 at the date of commencement of this policy.
- Over 10 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.

## Fraudulent Claims and Cancellation

If **you** or anyone acting on **your** behalf:

- makes a false, fraudulent or exaggerated claim;
- supports a claim with false or fraudulent documents, devices or statements, even if the claim itself is genuine; and/or
- makes a claim for loss which was deliberately caused by **you** or anyone acting on **your** behalf

**We** shall, at **our** absolute discretion:

- refuse to pay the whole of the claim;
- recover from **you** any sums which **we** have already paid in connection with the claim; and/or
- terminate the Policy with effect from the date when the fraud was committed.

**We** shall not refund any premium if **we** know or have reasonable grounds to suspect that fraud has been committed.

## Insurance Act / Duty of Fair Presentation

Information **you** have given **us** [Consumer/CIDRA]

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims and **we** will not return the premium paid.

If **we** establish that you carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example we may:

- Treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- Amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- Charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- Cancel **your** insurance in accordance with the [Cancelling Your Policy](#) section.

**We** or **your Retailer** will write to **you** if **we**:

- Intend to treat this insurance as if it never existed; or
- Need to amend the terms of **your** insurance; or
- Require **you** to pay more for **your** insurance.

## Non-Assignment

**You** may not assign or transfer any rights under the policy without **our** prior written consent.

## Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Sanctions

**We** shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit under the policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Transfer of Rights

**We** may at our sole option take any steps in **your** name against any person to recover any money **we** pay in settlement of **your** claim. **You** must give us all assistance necessary.

## **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.

**You** must contact the **Claims Office** prior to accepting an offer of settlement from **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 7849. If **you** are calling from outside the UK please telephone +44 24 7652 7849. Monday - Friday 9am - 5pm, Saturday 9 - 1pm.

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.

## **Data Protection / Fair Processing**

**We** and the **Administrator** are the data controller(s) (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice which will be available on our website <https://www.archcapgroup.com/privacy-policy/>

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

### **In summary:**

**We** and the **Administrator** may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

**We** and the **Administrator** collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

**We** and the **Administrator** will keep **your** personal information only for as long as we believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).



**We** and the **Administrator** will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** Privacy Notice, please contact:

**Group Data Protection Officer**

Arch Insurance (UK) Limited  
4th Floor  
10 Fenchurch Avenue  
London  
EC3M 5BN  
UK

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

## **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 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.

## Canceling 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

#### Single Premium

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 **your Retailer** to arrange the premium refund. 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 of the Statutory Period

#### Single Premium

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 days remaining of the policy after the deduction of a £15 administration fee applied by the **Administrator**. If a claim has been made there will be no refund of premium.

**We** will calculate **your** refund from the date **we** receive **your** instruction to cancel.

#### Contact

**You** may cancel this policy by providing notice to the **Retailer** in either of the following ways:

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.

### Cancellation by Us

#### Single Premium

If **you** have paid the full premium for this policy, **we** reserve the right to cancel this **policy** by providing 90 days prior written notice to **you** at **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 to **you** at **your** last known address.

**We** will only cancel **your** policy for a valid reason, such as:

- The non-payment of premiums;
- A change in risk, where cover can no longer be provided;
- **Your** non-cooperation or failure to supply information/documentation;

- **Your** use of threatening or abusive behaviour.

## 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 **your** complaint relates to a claim on your policy, please contact:

**Claims Office**, Global Insurance Management Limited, 5th Floor West, Bourn, 1 Manor House Drive, Coventry CV1 2TG.

Tel: 024 7652 7849

Email: claims@globalim.co.uk

If **your** complaint relates to **your** policy, please contact:

Customer Services, Global Insurance Management Limited, 5th Floor West, Bourn, 1 Manor House, Drive, Coventry CV1 2TG.

Tel: 024 7652 7842

Email: complaints@globalim.co.uk

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.

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.

The Financial Ombudsman Service,  
Exchange Tower, London, E14 9SR

Tel: 0300 123 9123 or 0800 023 4567

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

### 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.

**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)).

**Contact Us**

**Customer Services**

If **you** have any queries regarding this policy, please [contact](#):

Telephone Number: 024 7652 7848

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

## **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, 5th Floor West, Bourn, 1 Manor House Drive, Coventry, CV1 2TG or Email: gap@globalim.co.uk.

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 7848.

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

Please provide documentary confirmation from the vehicle insurance policy provider confirming the vehicle has been replaced under their cover.

Documentary confirmation 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 Replacement Vehicle Form.

If the vehicle has been financed Arch Insurance (UK) Limited will not be liable for any increase in finance owing due to an upgrade in vehicle.

Your signature

Date