



Policy Handbook

Contract Hire and Operating Lease GAP Insurance

What You Need to Know

February 2016



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

Policy Summary

keyfacts[®] Or

Contract Hire and Operating Lease GAP Insurance. Underwritten by AXA France IARD SA. This summary of cover 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

Contract Hire and Operating Lease GAP Insurance for HGV'S (up to 44 tonnes), LCV'S (up to 3.5 tonnes) or plant and machinery equipment.

This insurance provides cover for the financial shortfall between the amount you receive from the 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 or operating lease agreement before any claim occurred up to a maximum as shown in 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 HGV (up to 44 tonnes), LCV (up to 3.5 tonnes) or plant and machinery equipment.
- Is designed and manufactured to UK specification or CE marked.
- Is permanently registered in the United Kingdom with the appropriate authority where applicable (eg. DVLA).
- Is insured by a comprehensive 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 and is less than 8 years old at the date of commencement for vehicles up to 3.5 tonnes.
- Has a minimum value of £5,000 and is less than 6 years old at the date of commencement for vehicles over 3.5 tonnes and less than 44 tonnes.

Or

- Is equipment with a minimum value of £5,000, is under 6 years old and has not exceeded 10,000 hours from new at the date of commencement.

And

- At the date of commencement and during the period of insurance you are the person or company named in the contract hire or operating lease agreement and this is the same name as noted in the policy schedule for this policy.
- You apply for cover up to 90 days after your vehicle has been delivered to you.
- You have a contract hire or operating lease agreement on your vehicle which does not exceed 60 months in duration.

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 or operating lease agreement exceeds the higher of:

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

Transfer of Vehicle

If the 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.

Please refer to the *Transfer of Your Policy* section for full terms and conditions.

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 records as these will be needed when making a claim.
- Any claim that occurs when the name on the contract hire or operating lease agreement does not match the name on this policy.
- Any claim that occurs when your vehicle is not covered

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under a comprehensive insurance policy covering damage, fire and theft issued by an insurer authorised in the United Kingdom.

- Any claim where the insurance policy offers to provide a replacement vehicle as settlement of your claim, whether you accept it or not.
- Any claim where the 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/operator 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/operating has been given.
- Any repair, replacement, loss, damage or liability which may be claimed from a more specific insurance.
- Any vehicle 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 contract hire or operating lease of your vehicle.

This includes but is not limited to insurance, servicing and maintenance plans, warranty, payment protection and recovery, road fund licence, factory fitted or manufacturer approved dealer fitted accessories and modifications that were not fitted at the time of vehicle contract hire or operating lease and/or are not shown on the original contract hire or operating lease agreement for the vehicle or that are shown on a separate invoice dated more than 30 days after the original contract hire or operating lease agreement for the vehicle, or any outstanding finance carried over from a previous credit agreement including cash back.

- Any amount of negative equity included in your agreement that has been transferred from a previous hire purchase, operating lease purchase, conditional sale, loan or credit agreement.
- Any amount added to the outstanding balance by your contract hire or operating lease agreement provider in respect of late payment charges, excess mileage charges, vehicle re-registration charges, maintenance or service charges, corporation tax or VAT where you are VAT registered.
- Any cosmetic enhancements made to the vehicle.
- The policy will end on payment of a valid claim.

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 the 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 policy and will appear in bold.

- 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.
- Agent** means the party, person or company who has arranged this insurance on **your** behalf.
- 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.
- Contract hire or operating lease agreement** means the contract hire or operating lease agreement taken out in **your** name to finance the hire of the **vehicle**.
- Date of commencement** means the initial/original start date of this cover, stated in **your** policy schedule.
- Date of loss** means the date of the incident to the **vehicle**, in respect of which a **total loss** is subsequently paid under **your insurance policy**.
- Insurance policy** means a policy of insurance which is issued by an insurer authorised in the United Kingdom and covers **your vehicle** in respect of accidental damage, fire and theft (comprehensive policy).
- Insured value** means the amount **you** received under the **insurance policy** in respect of the **vehicle** as a result of a **total loss** or the **market value** of the **vehicle** whichever is greater.
- Market value** is based on the mid point between 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 if appropriate to the **vehicle**. or is based on an independent valuation taking into account the age, make, model, specification and recorded hours (where applicable) and overall condition of the **vehicle**. **We** reserve the right to have a specialist independent valuation undertaken should the **vehicle** be of a non-standard specification or it is suspected that the condition of the **vehicle** is such that this would affect the value. There will be no value allowance for non-standard fittings or attachments that are not itemised in a contract hire or **operating lease agreement** or original sale invoice, other than a reduction should any non-standard fitting be considered to have a detrimental effect on retail prospects and/or value.

Glass's Guide is a trade publication recognised and used extensively throughout the motor **vehicle** industry to value used vehicles.
- Modifications** means adaptations and enhancement accessories fitted to the **vehicle** to enable it to be functional for the intended purposes of use at the time of original **contract hire or operating lease agreement** i.e. tail lifts shown on the original **contract hire or operating lease agreement** for the **vehicle** or shown in a separate invoice dated within 30 days of the original **contract hire or operating lease agreement** date for the **vehicle**.
- Original purchase price** means the purchase price paid for the **vehicle** from a VAT registered motor trader, equipment or **vehicle** supplier including factory fitted or manufacturer approved dealer fitted accessories and **modifications** that were fitted at the time of purchase and shown in the original purchase invoice to the leasing company, for the **vehicle** or shown in a separate invoice dated within 30 days of the original purchase invoice for the **vehicle** but excluding any amount contracted above the purchase price of the **vehicle** including but not limited to insurance, warranty, servicing and maintenance plans, payment protection, recovery and road fund licence.
- Outstanding balance** means the amount **your contract hire or operating lease agreement** provider calculates **you** must pay to settle **your contract hire or operating lease 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 in 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 the **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 HGV (up to 44 tonnes), LCV

(up to 3.5 tonnes) or plant and machinery equipment. Please refer to the Excluded Vehicles section for details of vehicles excluded from cover.

17. **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.

18. **Wear and tear** means the gradual deterioration associated with the use, age, mileage or hours of use of the **vehicle**.

19. **You/your** means the policyholder named in the policy schedule.

What is Covered

This insurance is designed to pay for the financial shortfall between the amount **you** receive from the **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 (comprehensive policy) and the amount **you** require to settle **your contract hire or operating lease 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 in **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

Insurance Excess

This policy covers **insurance policy** excess up to an amount of £500.00.

Overseas Use

This policy covers overseas use for a maximum of 60 days consecutively during the **period of insurance**, subject to the terms, 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) 44 247 652 7831.

Transfer of Vehicle

If the **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**.

The provider of **your contract hire or operating lease agreement** must agree to transfer the outstanding finance to the replacement **vehicle** and provide **you** with written agreement to this effect.

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 any other person.

Please refer to the Transfer of Your Policy section for full terms and conditions.

What is Not Covered

The following are excluded from cover provided under this policy:

1. Any **total loss** where the fault or incidence 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/operator 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/operating has been given.
5. Any **total loss** which is not subject to a claim payment under the damage, fire or theft sections of **your insurance policy** (comprehensive policy) or a third party's **insurance policy** where they have accepted liability.
6. Any additional costs shown in the **vehicle contract hire or operating lease agreement** for anything other than the **original purchase price of your vehicle**. This includes, but is not limited to insurance, warranty, servicing and maintenance plans, payment protection, maintenance, servicing, excess mileage, accessories, recovery, road fund licence or that are shown in a separate invoice dated more than 30 days after the original **contract hire or operating lease agreement** for the **vehicle**.
7. Any outstanding finance carried over from a previous credit agreement including cash back.
8. Any cosmetic enhancements made to the **vehicle**.
9. Any amount added to the **outstanding balance** by **your contract hire or operating lease agreement** provider in respect of late payment charges, excess mileage charges, **vehicle** re-registration charges, maintenance or servicing charges, corporation tax or VAT where **you** are VAT registered.
10. Any amount deducted by the **insurance policy** provider in respect of but not limited to salvage, excess over £500, **wear and tear** or any damage previously sustained to the **vehicle** in any incident not resulting in the **vehicle** being declared a **total loss**.
11. Any claim arising from a **total loss** where **you** have accepted a replacement **vehicle** under terms offered by the **insurance policy**.
12. 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.
13. Any costs resulting from using **your vehicle** for any use

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in the Excluded Vehicle Uses section.

14. Any costs arising from depreciation in the value of the **vehicle** other than as specified in the What is Covered section.
15. 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.
16. **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.
17. Any liability in respect of **your** original **vehicle** after the policy has been transferred to a replacement **vehicle**.
18. VAT where **you** are VAT registered.
19. 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.
20. Any **total loss** incurred whilst **your vehicle** is outside the United Kingdom for more than 60 days consecutively.
21. 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.
22. 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.
23. Any **total loss** where the repair, replacement, loss, damage or liability is claimable on a more specific insurance or guarantee.
24. Any **contract hire or operating lease agreement** in excess of 60 months in duration.
25. **Wear and tear.**

Policy Transfer

We will not transfer cover to a replacement **vehicle** unless:

- A replacement **vehicle** has been provided by the **insurance policy** provider in the event of a **total loss**.
- **Your contract hire or operating lease agreement** provider agrees to transfer the **contract hire or operating lease agreement** to the replacement **vehicle**.
- **Your contract hire or operating lease agreement** terms remain unchanged except for the **vehicle** financed.
- If there has been a claim or any incident likely to give rise to a claim then the cover will not be transferred.

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

Please refer to the Transfer of Your Policy section for full terms and conditions.

Excluded Vehicles

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

Vehicles:

- Modified from the manufacturer's specification.
- Not designed and manufactured to UK specification or CE marked.
- Which include any experimental equipment, whether or not supplied by the manufacturer.
- Owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles.
- A commercial vehicle over 44 tonnes gross weight.
- 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.
- With a market value of less than £5,000 and/or over 8 years old at date of commencement of this policy for vehicles under 3.5 tonnes.
- With a market value of less than £5,000 and/or over 6 years old at date of commencement of this policy for vehicles over 3.5 tonnes gross weight.
- Equipment (where applicable) with a value of less than £5,000 and over 6 years old and exceeding 10,000 hours from new at the date of commencement.
- That are not classified as a HGV (up to 44 tonnes), LCV's (up to 3.5 tonnes) or plant and machinery equipment.
- 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, pace making or off road where not principally designed for this purpose and use. Any **vehicle** used for driving school, greenlaning, delivery courier and emergency or recovery services. Plant Equipment or Agricultural **Vehicle** Equipment used in any way other than as specified by the manufacturer.

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 the **insurance policy** of less than **market value** of the **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

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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 **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 **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 the **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**.

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 **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.
- The original invoice detailing the **original purchase price**.
- Service history of **your vehicle** since commencement of cover - if requested by the **claims office**.

Any other evidence which may reasonably be 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 claims, 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

Vehicles

It is **your** responsibility to ensure that following its purchase the insured **vehicle** is serviced within 1600 km or 1000 miles or 30 days of the manufacturer's recommended service schedule.

If **you** do not follow the manufacturer's recommended servicing schedule, **your** policy will be rendered invalid.

The insured **vehicle** must be serviced by a VAT registered garage and proof of service must be supported by a invoice. **You** must retain such proof of the service for **our** inspection in the event of a claim.

Plant, Equipment and Agricultural Vehicles

Your plant, equipment or agricultural **vehicle** must be serviced at a repairer in accordance with the manufacturer's recommendations detailed in the agricultural, plant or equipment servicing handbook,

or within a tolerance of 10% of the stipulated service interval.

It is **your** responsibility to establish **your** plant, equipment or agricultural **vehicle** manufacturer's servicing schedules and to comply with them by both time and hours whichever is soonest.

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** circumstance as these may affect this insurance: change of address, change of registration number, or change of use of the **vehicle**. **We** will then advise **you** of any change in terms.

4. Vehicle Registration

Your vehicle must be permanently registered if appropriate with the appropriate government authority (e.g. DVLA) in the **United Kingdom** during the **period of insurance** and insured by an **insurance policy** issued by an insurer authorised in the United Kingdom during the **period of insurance**.

Transfer of Your Policy

Replacement Vehicle Following a Total Loss

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

- **Your vehicle** is subject to a **total loss** and the **insurance policy** provider has provided a replacement **vehicle** to **you** in settlement of **your** claim.
- The replacement **vehicle** must be of a similar 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 **insurance policy** and full details of the replacement **vehicle**.
- The provider of **your contract hire or operating lease agreement** agrees to transfer the outstanding finance to the replacement **vehicle** and provides **you** with written agreement to this effect.

If there are any changes to the **contract hire or operating lease agreement** other than the transfer to the replacement **vehicle** then cover will not be transferred.

Transfers will not be accepted in the event of sale of the **vehicle**.

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 contract hire or operating lease agreement** settlement figure and **market value** of **your** replacement **vehicle** on the date of transfer and the amount **you** receive from the **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. 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.

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

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.

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

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

Telephone Number: 0247 699 7620

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

Email Address: cancellations@globalim.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

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:

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

Tel: 024 7652 7831

Email: info@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.

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 - 8pm

Saturday 9am - 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 the UK - So please call from abroad on +44 20 7964 0500.

Our Promise to You

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

Calls are recorded and monitored.

Data Protection Act

Details of **you** and **your** insurance cover will be held by **us** and the **administrator** in their records for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998. **We** may send it in confidence for processing to other companies in the AXA Group (or companies acting on **our** instructions) including those located outside the European Economic Area. By taking out this policy **you** consent to such use of **your** personal data.

Transfer of Your Policy Form

Contract Hire and Operating Lease GAP Insurance

In the event the insurance policy provider replaces your vehicle under the terms and conditions of their policy for a vehicle that is of a similar make, model, value and specification, you may transfer cover to your replacement vehicle.

If you have chosen to change your vehicle to a different make, model or specification an additional or return of premium may be applicable.

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.

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 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.

Calls are recorded and monitored.

Policy Number:	Vehicle registration mark, if applicable:
Name:	
Address:	
Address:	
Date of registration of the replacement vehicle if applicable:	Replacement vehicle registration mark, if applicable:
Contract hire or lease of replacement vehicle: £	Mileage or hours of replacement Vehicle:

Please provide documentary confirmation from your insurance policy provider confirming the vehicle has been replaced under their cover. Please also provide written confirmation from your finance provider of their agreement to transfer your finance agreement to the replacement vehicle. 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 Transfer of Your Policy Form. If the vehicle has been financed AXA France IARD SA will not be liable for any increase in finance owing due to an upgrade in vehicle.

Your signature

Date