

Contract Hire and Finance Lease GAP Insurance Policy Terms and Conditions

1. POLICY DETAILS

These terms and conditions together with the **Policy Schedule** sets out **Your** insurance cover. Please note the following:

- This is a contract of insurance (“**Policy**”) between **You**, the purchaser named on the **Certificate of Insurance**, and **Us**, Fortegra Europe Insurance Company SE. **Your Statement of Demands and Needs**, which includes the signed declaration and the undertaking to pay the premium, forms the basis of the **Policy**.
- The **Administrator** (Connect Administration Limited), Cover-More Insurance Services Limited and **Us** do not provide advice or a personal recommendation about the suitability of this **Policy**. It is **Your** responsibility to ensure the **Policy** meets **Your** needs.
- Please check that the information contained in the **Policy Schedule** is correct and that it meets **Your** requirements. If it doesn’t, please contact the **Policy Retailer**.
- Please read these terms and conditions carefully, in conjunction with the **Policy Schedule** and make sure **You** understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the insurance becoming void.
- Please note that as in **Section 12 - MISINFORMATION**, **You** have an obligation to provide **Us** with any facts which may be relevant to this insurance.
- Fortegra Financial Corporation (“Fortegra US”), a company organised under the laws of the State of Delaware, registration number 4885848 with its main principal office located at 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, holds more than 10% of the voting rights and capital of both **Us**, and the **Administrator**, by virtue of the common shareholding of Fortegra US.
- Words that have special meanings are in bold and the definitions can be found in **Section 2 - DEFINITIONS**.

Fortegra Europe Insurance Company SE, and the **Administrator**, do not have a direct or indirect holding in Cover-More Insurance Services Limited and neither does Cover-More Insurance Services Limited have a direct or indirect holding in any of them.

Policy Retailer - This insurance is distributed by Cover-More Insurance Services. Cover-More Insurance Services Limited is authorised and regulated by the Financial Conduct Authority with FCA number 3121172. Cover-More Insurance Services Limited is registered in England and Wales with company number 03088762 and its registered office is at Parkview, 82 Oxford Road, Uxbridge, UB8 1UX. InsuretheGap.com is a trading name of Cover-More Insurance Services Limited. **You** can contact **Your Policy Retailer** By telephone: 0203 305 6767 By e-mail: customerservice@InsuretheGap.com Telephone lines are open Monday – Friday between the hours of 9.30am – 5.00pm.

2. DEFINITIONS

Administrator: Connect Administration Limited, 3 Monarch Court, The Brooms, Emersons Green, Bristol, BS16 7FH. Customer Services telephone 0117 456 2443. Customer Services email enquiries@connect-admin.co.uk. Connect Administration Ltd (Firm Reference Number 937565) is an appointed representative of ITC Compliance Ltd (Firm Reference Number 313486) who are authorised and regulated by the Financial

Conduct Authority (FCA) for the conduct of general insurance business. This information can be checked on the Financial Services Register by visiting the FCA's website <https://fca.org.uk/> or by contacting the FCA on 0800 111 6768. Additional details on the extent of Connect Administration Ltd's authorisation and regulation by the Financial Conduct Authority are available from the Administrator on request.

Contract Hire or Finance Lease Agreement: Your agreement with the **Contract Hire or Leasing Company** for the hire of the **Insured Vehicle**.

Contract Hire or Leasing Company: The company with whom **You** have a **Contract Hire or Finance Lease Agreement** in respect of the **Insured Vehicle**.

Date of Loss: The date of the incident occurring to the **Insured Vehicle** in respect of which a claim for **Total Loss** is paid under the **Comprehensive Motor Insurance**.

Date of Hire: The date on which **You** hired the **Insured Vehicle**.

Dealer Fitted Accessories: Accessories that were fitted by and purchased from the **Supplying Dealer** and that are shown separately on the purchase invoice or on a supplementary invoice which must be dated at the time the **Insured Vehicle** was purchased, , up to a maximum of £1,500 inc VAT.

Family Member: **Your** spouse or civil partner, or a parent, grandparent, child, grandchild, brother, or sister.

Glass's Guide: An independent vehicle value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing vehicle values.

Grey Import: A vehicle that does not comply with European Community Whole Vehicle Type Approval (ECWVTA) imported into any EU Member State from a non-EU country.

Insured Value: The amount **You** receive under the **Comprehensive Motor Insurance** in respect of the **Insured Vehicle**, as a result of a **Total Loss** at the **Date of Loss**.

Insured Vehicle: The vehicle hired by **You** which meets the eligibility criteria set out in this **Policy** and is within the terms of **Your Contract Hire or Finance Lease Agreement** .

Modified: An **Insured Vehicle** that has been altered after the **Date of Hire**, outside of the manufacturer's standard specification, for example engine enhancements or lowering of the suspension.

Negative Equity: Any finance or outstanding debt and resulting interest due on or carried across to **Your Insured Vehicle** from previous finance agreements that were secured against the part exchanged vehicle.

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Policy Retailer by telephone: 0203 305 6767 or by e-mail: customerservice@InsuretheGap.com
Telephone lines are open Monday – Friday between the hours of 9.30am – 5.00pm.

Policy Schedule: The schedule provided to **You** when **You** purchased this **Policy**, which contains **Your** details, details of the **Insured Vehicle** and the **Policy** term.

Settlement Figure: The amount that is required by the **Contract Hire or Leasing Company at the Date of Loss** to discharge **Your** indebtedness under the **Contract Hire or Finance Lease Agreement**.

Statement of Demands and Needs: Any statement of demands and needs and declaration accepted by **You** together with any additional information **You** may have supplied **Us** in support of **Your** application for this **Policy**.

Supplying Dealer: The dealership, broker or **Contract Hire or Leasing Company** that the **Insured Vehicle** was hired from.

Territorial Limits: The United Kingdom, Isle of Man, the Channel Islands, and the countries of the European Economic Area, subject to the **Comprehensive Motor Insurance** being extended whilst **You** are in the European Economic Area.

Total Loss: The actual or constructive total loss of the **Insured Vehicle** as a result of accidental or malicious damage, fire, theft or flood damage, as deemed by the **Comprehensive Motor Insurance** provider on terms that the **Insured Vehicle** becomes the property of the **Comprehensive Motor Insurance** provider.

We/Us/Our: Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company Ltd (Financial Conduct Authority registration number 805770).

Fortegra Europe Insurance Company Ltd has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-ImSIDA, Gzira, GZR 1401, Malta (Malta Company registration number SE 17), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq I-ImDina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Together with its UK Branch, Fortegra Europe Insurance Company SE is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority.

Fortegra Europe Insurance Company Ltd has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

You/Your: Any individual or company, partnership or sole trader who is detailed on the **Policy Schedule** and is named on the **Contract Hire or Finance Lease Agreement** and has agreed to pay the premium under this **Policy**.

3. ELIGIBILITY

You are eligible for cover from the start date of this Policy if:

- **You** are applying as an individual, and **You** are resident in the United Kingdom; or
- **You** are applying as a company, that company is registered in the United Kingdom and
- **You** are the hirer of the **Insured Vehicle**; and
- The term of the **Contract Hire or Finance Lease Agreement** is no greater than sixty (60) months; and
- **You** are the **Comprehensive Motor Insurance** policyholder or named on the **Comprehensive Motor Insurance** policy; and
- During the **Policy** term, **You** and anyone else driving the **Insured Vehicle** are at all times covered by **Comprehensive Motor Insurance**; and
- **You** have purchased this **Policy** from the **Policy Retailer** no later than ninety (90) days after hiring the **Insured Vehicle** and
- **The Insured Vehicle** is no older than 12 months at start of this Policy

The vehicle is eligible for this cover if:

- It is the sole vehicle listed in the **Contract Hire or Finance Lease Agreement**; and
- It is a car or light commercial vehicle not exceeding gross vehicle weight of 3.5 tonnes; and
- It is covered by **Comprehensive Motor Insurance** throughout the entire **Policy** term; and
- It is registered in the United Kingdom; and
- It has been hired from the **Supplying Dealer Leasing Broker or Contract Hire or Leasing Company**.

Please Note: The following vehicles and vehicle uses are NOT eligible for cover:

- Any vehicle that is not a right hand drive vehicle; and
- **Grey Imports**, emergency vehicles, commercial vehicles over 3.5 tonnes, taxis, courier vehicles, buses, minibuses, coaches, trucks, motor homes, trailers, heavy goods vehicles, licensed private hire vehicles, daily rental vehicles, breakdown and recovery vehicles; and
- Vehicles used for hire and reward, dispatch, driving school tuition, chauffeuring, road racing, track days (timed or untimed), rallying, pace-making, speed testing or any other competitive event; and
- Any vehicle that has been **Modified** after the hire date.

4. POLICY TERM

This **Policy** lasts for the term as detailed on **Your Policy Schedule**. The **Policy** will end at the earliest of any of the below:

- **You** failing to pay **Your** premium when due; or
- **You** or the **Insured Vehicle** no longer meeting the eligibility criteria for **Your Policy**; or
- the **Insured Vehicle** being sold, repossessed, disposed of by **You** or the **Contract Hire or Finance Lease Company** or transferred to a new owner, other than under Section 9 - **TRANSFERRING YOUR POLICY**; or
- a claim being settled by **Us**; or
- the **Policy** being cancelled by either **You** or **Us**; or

- the date upon which the **Contract Hire Agreement** is terminated; or
- the end date of the **Policy** as detailed on the **Policy Schedule**.
- the **Policy** is not renewable

5. WHAT IS COVERED

Cover	Benefit
This Policy provides cover up to the Claims Limit on the Policy Schedule where the Insured Vehicle is the subject of a Total Loss from the Comprehensive Motor Insurance within the Territorial Limits .	<p>In the event of a Total Loss, the Policy will pay the amount by which the Contract Hire or Finance Lease Agreement Settlement Figure exceeds the Insured Value, up to the maximum Claim Limit on the Certificate of Insurance.</p> <p>IMPORTANT:</p> <ul style="list-style-type: none"> • The Contract Hire or Finance Lease Agreement Settlement Figure is subject to the value of the Insured Vehicle which excludes certain costs as defined in Section 2 - DEFINITIONS. • Any payment of benefit under this Policy is conditional upon the Insured Vehicle having been deemed a Total Loss under the Comprehensive Motor Insurance. • If You are entitled to or are offered a replacement vehicle under the terms of the Comprehensive Motor Insurance, no benefit is payable under this Policy, however You will be entitled to transfer the remaining cover under this Policy to Your replacement vehicle.
Excess cover	We will cover any excess up to £250 that is applicable under the Comprehensive Motor Insurance where it cannot be recovered from any liable third party.
Advance Rental Cover	We will cover a sum equal to up to three (3) original monthly rentals - payable upon sight of a signed copy of a new lease agreement.

6. WHAT IS NOT COVERED:

Exclusion	What You are not covered for
i)	<p>If at the Date of Loss, You, or anyone insured to drive the Insured Vehicle under the Comprehensive Motor Insurance is deemed to have been driving;</p> <ul style="list-style-type: none"> • without a valid licence; or • under the influence of alcohol illegally, recreational drugs, or any medication that impairs Your influence to drive; or • whilst disqualified.
ii)	<ul style="list-style-type: none"> • Where the Insured Vehicle is not covered by Comprehensive Motor Insurance at the time of the Total Loss. • Where the driver of the Insured Vehicle at the Date of Loss is not covered by Comprehensive Motor Insurance.

	<ul style="list-style-type: none"> Where the Insured Vehicle is covered under any type of Comprehensive Motor Insurance policy that is connected with the motor trade.
iii)	Negative equity carried forward from a previous Finance Agreement.
iv)	Any arrears under Your Contract Hire Agreement .
v)	Where the Contract Hire or Finance Lease Agreement allows for delayed payments or irregularly scheduled payments.
vi)	Where the Comprehensive Motor Insurance provider has offered to repair the Insured Vehicle and You have requested the claim to be dealt with on a Total Loss basis.
vii)	Any deductions made by the Comprehensive Motor Insurance provider when calculating Your Insured Value , including but not limited to any damage not associated with the Total Loss claim or relating to the general condition of the Insured Vehicle .
ix)	Any salvage value of the Insured Vehicle where You are not required to transfer the ownership of the Insured Vehicle to the Comprehensive Motor Insurance provider.
x)	Any loss directly or indirectly caused as a result of the theft of the Insured Vehicle by any person known to You who has access to the keys of the Insured Vehicle .
xii)	Any amount relating to insurance premiums, warranty costs, fuel, service packages, maintenance costs and any interest payable thereon.

7. HOW TO MAKE A CLAIM

IMPORTANT

You should not accept any offer made by the Comprehensive Motor Insurance provider until the Administrator has given You authority to do so. The **Administrator** may try to negotiate a higher motor insurance settlement on **Your** behalf.

Stage	Explanation
Step 1	<p>Contact the Administrator as soon as You become aware of a potential Total Loss and BEFORE You accept any settlement offer from the Comprehensive Motor Insurance:</p> <ul style="list-style-type: none"> by visiting https://www.mypremia.co.uk; or by telephone on 0161 388 5452; or by email at claims@connect-admin.co.uk
Step 2	<p>The Administrator will provide You with a claim form. Complete all sections of the claim form, ensuring any sections to be completed by others are filled in and return all required information to the Administrator, as advised on the claim form.</p> <p>Please note that the claim form and any other information the Administrator may reasonably require must be received within thirty (30) days of the Date of Loss of the Insured Vehicle. If it isn't, the Administrator will attempt to assess Your claim however it may be difficult for them to investigate and settle Your claim adequately.</p>

Points to note about the claims process

- **We** reserve the right to subject the **Insured Vehicle** to an independent assessment.
- At the time of claim the **Administrator** must receive evidence of the hire of the **Insured Vehicle**. Such evidence must include a copy of the original **Contract Hire or Finance Lease Agreement**.
- **We** or the Administrator, may obtain and share information concerning any claim **You** may make against this **Policy** or any corresponding road risks insurance claim **You** have made with the **Comprehensive Motor Insurance** provider(s), **Supplying Dealer** and **Your Policy Retailer** for the purposes of administering **Your Policy** and claim.

8. POLICY CONDITIONS

- The maximum benefit payable by **Us** in respect of the **Insured Vehicle** is the Claims Limit on the **Policy Schedule**.
- If **You** are covered by any other insurance or warranty for the same or similar benefit(s) provided under this **Policy**, then **We** will only be responsible for paying a fair proportion of any benefit which **We** would otherwise be due to pay.
- This **Policy** shall not acquire a surrender value.
- It shall not be possible for **You** to assign or change the benefits of the policy in any way whatsoever, other than as specified in Section 9 - **TRANSFERRING YOUR POLICY**.
- **We** have the right to take proceedings in **Your** name, in order to recover for **Our** benefit, the amount of any payment made under this **Policy**.
- **You** must notify the **Administrator** as soon as possible if any of **Your** details change during the **Policy** term.

9. TRANSFERRING YOUR POLICY

This **Policy** cannot be transferred to another **Insured Vehicle** or to any subsequent owner of the **Insured Vehicle** except in the following circumstances:

a. Where ownership of the **Insured Vehicle** is transferred to a **Family Member** then cover may be transferred, so long as that **Family Member** meets the eligibility criteria in Section 3 - **ELIGIBILITY**.

b. Where **You** are entitled to or are offered a replacement vehicle under the terms of the **Comprehensive Motor Insurance**. In this event **You** will be entitled to transfer the remaining cover under this **Policy** to **Your** replacement vehicle so long as a claim has not been settled by **Us** and the **Insured Vehicle** meets the eligibility criteria in Section 3 - **ELIGIBILITY**.

If **You** wish to transfer **Your Policy**, please contact the **Administrator**:

- by telephone on 0117 456 2443; or
- by emailing enquiries@connect-admin.co.uk; or
- by writing to Connect Administration Ltd, 3 The Brooms, Emersons Green, Bristol, BS16 7FH.

You must make a written request to the **Administrator** for the **Policy** to be transferred within thirty (30) days of taking delivery of the replacement vehicle from the **Comprehensive Motor Insurance** or transferring the **Insured Vehicle** to a **Family Member**.

Your replacement vehicle will be subject to the same terms and conditions as the original **Insured Vehicle**. In the event of a claim on **Your** replacement vehicle **We** will not be liable for any amount which exceeds **Our** liability under the original terms of this **Policy**.

10. CANCELLING YOUR POLICY

You have the right to cancel **Your Policy** at any time. Please see the below table for **Your** refund rights.

If **You** wish to cancel **Your Policy** within the thirty (30) days period, please notify the **Policy Retailer**.

If **You** wish to cancel **Your Policy** after the thirty (30) days period, please contact the **Administrator**

- by telephone on 0117 456 2443; or
- by emailing enquiries@connect-admin.co.uk; or
- by writing to Connect Administration Ltd, 3 The Brooms, Emersons Green, Bristol, BS16 7FH.

Time period	Refund Rights
Please contact the Policy Retailer if you wish to cancel within thirty (30) days of the start date on the Policy Schedule or receipt of the Policy terms (whichever is later)	If You cancel within thirty (30) days and have not made a successful claim on Your Policy , You will be entitled to a full refund of premium paid.
Please contact the Administrator if You wish to cancel after thirty (30) days from the start date on the Policy Schedule or receipt of the Policy terms, whichever is later.	<p>If You cancel after thirty (30) days and have not made a successful claim on Your Policy, You will be entitled to a pro rata refund, based on the number of fully unexpired calendar months remaining on Your Policy minus a fixed amount of £35 to cover our costs incurred in relation to Your cancelled Policy.</p> <p>A pro rata refund example is as follows: -</p> <ul style="list-style-type: none"> • Thirty-six (36)-month Policy term. • £360 total premium paid for Policy. • Cancellation in month 18 leaves 18 full months remaining. • Pro rata refund of £180 less £35 administration fee. • Amount of refund due to You is £145.

11. COMPLAINTS PROCEDURE

If **You** wish to make a complaint about the conduct of the sale please contact the **Policy Retailer**, Cover-More Insurance Services Limited (InsuretheGap.com).

- by Calling 0203 305 6767; or
- by Emailing customerservice@insurethegap.com

Details of Cover-More Insurance Services Limited's complaints procedure can be found by visiting www.insurethegap.com/complaints-procedure

The **Administrator** handles all other complaints relating to this **Policy** on **Our** behalf. If **You** wish to make a complaint, please do so:

- by telephone on 0117 456 2443; or
- by writing to the **Administrator** at complaints@connect-admin.co.uk

The **Administrator** will acknowledge **Your** complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the Administrator cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why. In this case, or if **Your** complaint is not resolved to **Your** satisfaction, the **Administrator** will advise **You** of **Your** rights to refer **Your** complaint to The Financial Ombudsman Service, free of charge:

- by submitting **Your** complaint online – please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT: The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case.

Following this complaints procedure does not affect **Your** legal rights.

12. MISINFORMATION

When applying for insurance, varying **Your** cover, or submitting a claim, **You** or anyone acting on **Your** behalf must take reasonable care to answer all questions honestly and to the best of **Your** knowledge. Failure to do so may affect the validity of **Your Policy** or the payment of **Your** claim.

13. SANCTIONS

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

14. THIRD PARTY RIGHTS

Except where otherwise required by law, **You** and **We** have agreed that

- it is not intended for any third party to this **Policy** to have the right to enforce the terms of this **Policy**; and
- **You** and **We** can rescind or vary the terms of this **Policy** without the consent of any third party to this policy, who might seek to assert that they have rights under this policy.

15. APPLICABLE LAW

This **Policy** shall be subject to the law of England and Wales, unless **We** and **You** agree otherwise.

16. COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company SE cannot meet its liabilities under this **Policy**. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk.

The FSCS can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/.

17. PRIVACY AND DATA PROTECTION NOTICE

Data Protection

Fortegra Europe Insurance Company SE and the **Administrator** (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which **We** process **Your** personal data.

How **We** Use **Your** Personal Data

We may use the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may collect and use special categories of data from **You** for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) of the Data Protection Act 2018. **We** may also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

Disclosure of **Your** Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer **Your** personal data to destinations outside of the UK or the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the UK or the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the **Policy**, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company SE, Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imtida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com.