

Vehicle Asset Protection Plus

Insurance Product Information Document





















This insurance is underwritten by QBE UK Limited registered in England number 1761561, home state United Kingdom, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202842.

The following summary does not contain the full terms and conditions of the contract which can be found in your policy documentation.

What is this type of insurance?

This is a Guaranteed Asset Protection ("GAP") contract covering the policyholder in the event of total loss to a vehicle and is designed to protect motorists against the financial shortfall that they may be exposed to if their vehicle is declared a total loss as the result of an accident, fire, theft or adverse weather conditions.

 What is insured?	 What is not insured?
GAP	
<p> Your vehicle providing that:</p> <ul style="list-style-type: none"> you are the registered keeper of the vehicle. you are a resident in England, Scotland, Northern Ireland, Wales or the Channel Islands on the start date and remain so throughout the period of insurance. you are at least 18 years of age. you are covered under a fully comprehensive motor insurance policy for the vehicle. your vehicle is 10 years old or under and it has covered less than 100,000 miles at the start date of the policy. <p> During the period of insurance, following the total loss of your vehicle: This insurance covers the greater amount of: (a) the difference between the greater of the total loss settlement under your motor insurance policy or the market value of the vehicle at the date of total loss and the original price paid for your vehicle (plus an inflationary increase of 5%); or, if your vehicle was purchased on finance, (b) the difference between the greater of the total loss settlement under your motor insurance policy or the market value of the vehicle at the date of total loss and the finance settlement amount under your vehicle finance agreement.</p> <p> We will pay the excess on your motor insurance policy up to £500.</p> <p> We will cover accessories, warranty and excise duty up to £2,000.</p>	<p> Any total loss:</p> <ul style="list-style-type: none"> where the total loss occurred before the inception of this insurance; or any total loss 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; or any vehicle that is stolen by any person having access to the keys of your vehicle; or any total loss which is not the subject of an indemnity under the accidental damage, fire, or theft sections of a motor insurance policy. <p> We will not cover:</p> <ul style="list-style-type: none"> your vehicle if you have not claimed under the motor insurance policy, or your vehicle has not been declared a total loss; if you decline the offer of a replacement vehicle under the terms of the motor insurance policy, or you are eligible for a replacement vehicle under your motor insurance policy then we will settle the claim based on the value of the replacement vehicle and not the settlement figure offered under the motor insurance policy. This may result in no payment being made under the policy; any claim where the motor insurer has offered to repair the vehicle, but you have requested the claim to be dealt with on a total loss basis; any VAT where you are VAT registered; or any indirect losses, negative equity relating to a previous vehicle or charges that do not directly relate to the purchase of the vehicle such as the cost of vehicle registration, insurance premiums, fuel, administration, early settlement or late payment charges.

 Are there any restrictions on cover?	
	The maximum amount payable under this policy is shown in your policy schedule.
	Vehicles not listed in Glass's Guide are excluded from this policy.
	Vehicles used for track days, road racing, rallying, pacemaking, speed testing or any other competitive event are excluded.
	Any vehicle used for public service such as, but not limited to, police, fire brigade, ambulance, rescue or military purposes are excluded.
	Any vehicle used for hire and reward of whatsoever nature, driving school, rental, courier or delivery use, or as a taxi, Uber, Bolt, limousine or shuttle services, ride-sharing or ride-pooling services, car sharing services are excluded.
	The vehicle cannot be insured on any type of motor trade insurance policy.
	Only one claim can be made on this policy during the period of insurance.
	All of the exclusions/restrictions that apply to your policy are shown within your policy documentation. Significant exclusions/restrictions are detailed within this document.
	You may not be covered and we will not pay a claim if the eligibility criteria set out in the policy are not fulfilled. If the eligibility criteria are not fulfilled you should contact your dealer immediately.
 Where am I covered?	
	<p>To purchase the cover, you must be a resident of the United Kingdom which includes England, Scotland, Wales, and Northern Ireland.</p> <p>You are covered should your vehicle suffer a total loss in the United Kingdom, Isle of Man, Channel Islands and any member state of the European Union.</p>
 What are my obligations?	
	<p>You must provide full and accurate information to all questions asked. Your answers must be true to the best of your knowledge and belief. Your answers will form part of the statement of facts on which your policy will be based. If you become aware that information you have given us is inaccurate or has changed, you must inform us as soon as possible. Failure to do this may invalidate your policy and claims may not be paid.</p> <p>— You must contact us prior to accepting any total loss settlement under your motor insurance policy. If you do not contact us first, then the benefit under your policy may be settled based on the market value and not the value given by your motor insurer.</p> <p>You must report any claim within 120 days of the incident occurring, following the claims procedure as detailed in the policy wording. If your vehicle is stolen, it must be reported to the police and a crime reference number provided.</p> <p>Maintain your vehicle in an efficient and roadworthy condition.</p>
 When and how do I pay?	
	<p>— You will pay the dealer for the policy at the time of purchase. You must pay your premium in full prior to the start date of cover.</p>



When does the cover start and end?

Your cover will start and end on the dates detailed on your schedule.

Your cover will end if:

- The vehicle is declared a total loss.
- A claim is paid.
- The vehicle is repossessed by the finance or lease company.
- The premium is not paid.
- The policy is cancelled.



How do I cancel the contract?

You have the right to cancel within 30 days from the policy start date and will receive a full refund from your supplying dealer.

You may cancel your policy at any time after 30 days and receive a pro-rata refund for the number of complete unexpired days remaining on your policy.

No refund will be payable if a claim has been paid or if an incident that may give rise to a claim has occurred.

If you wish to cancel your policy, please contact Automotive Protection, QBE UK Limited on telephone 0800 023 2799, e-mail APClaims@uk.qbe.com quoting your policy number.

VEHICLE ASSET PROTECTION PLUS TERMS AND CONDITIONS

INSURER

This **Vehicle Asset Protection Plus Policy** is a contract of insurance underwritten by QBE UK Limited, a company registered in England under Registration No.1761561 and whose Registered Office is 30 Fenchurch Street, London EC3M 3BD. QBE UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 202842.

WE OFFER YOU A CHOICE

This document is designed to assist **You** in **Your** decision to purchase Vehicle Asset Protection Plus insurance and contains information about key benefits and significant features. Any advice in this document is of a general nature only and has not considered **Your** objectives, financial situation or needs. **You** should carefully read and consider the information provided having regard to **Your** personal circumstances to decide if this insurance is right for **You**.

ELIGIBILITY

You can apply for cover under this **Policy** if at inception:

1. **You** are the registered keeper of the **Vehicle**.
2. **You** are a resident in England, Scotland, Northern Ireland, Wales or the Channel Islands on the **Start Date** and remain so throughout the **Period of Insurance**.
3. **You** are at least 18 years of age.
4. **You** are covered under a fully comprehensive **Motor Insurance Policy** for the **Vehicle**.
5. **You** or any person permitted to drive the insured **Vehicle** hold a current valid United Kingdom driving licence, or hold a full internationally recognised driving licence that is valid for use in the United Kingdom, and which entitles **You** and/or the permitted person to legally drive the insured **Vehicle**.
6. **You** have paid the **Premium**.
7. **Your Policy** was purchased by **You** from the **Supplying Dealer** within 100 days from the date on which **You** take delivery of the **Vehicle**.
8. **Your Vehicle** is under 10 years old and has covered less than 100,000 miles from first registration, at the **Start Date** of the **Policy**.
9. **Your Vehicle** has not been modified from the original manufacturer specification and was originally registered in the UK.
10. **Your Vehicle** is listed in **Glass's Guide**.

If the criteria set out in the ELIGIBILITY section of this **Policy** are not fulfilled **You** may not be covered for the benefit under this **Policy** and **We** may not pay any claims.

If the eligibility criteria of this **Policy** are not fulfilled **You** should contact **Your Supplying Dealer** immediately.

DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear with a capital letter and in bold.

1. **Accessories** means manufacturer-approved dealer fitted accessories.

2. **Ancillary Products** means the cost of any extended warranty and vehicle excise duty of **Your Vehicle** based on the cost of the purchase less any refund due from the unused portion of the warranty and/or vehicle excise duty.
3. **Claims Administrator** is QBE UK Limited, 1 Coval Wells, Chelmsford CM1 1WZ, telephone 0800 023 2799 e-mail APClaims@uk.qbe.com and is the office which deals with claims matters arising from this **Policy**.
4. **Claim Limit** means the maximum amount that can be claimed in total during the **Period of Insurance** not exceeding the Claim Limit as shown in the **Schedule**.
5. **Date of Loss** means the date of the incident to **Your Vehicle** in respect of which a **Total Loss** is subsequently paid under **Your Motor Insurance Policy**.
6. **Finance Agreement** means any agreement **You** have entered into with a **Finance Company** for the financing of the **Vehicle**.
7. **Finance Company** means any finance company or lender with whom **You** have a **Finance Agreement**.
8. **Geographical Limits** means the United Kingdom, Isle of Man, Channel Islands and member states of the European Union at the time of **Total Loss**.
9. **Glass's Guide** means a motor industry publication which provides vehicle valuations.
10. **Glass's Guide Retail Transacted value** means the retail transacted value calculated by **Glass's Guide** as being the price that a motor dealer would be able to achieve for the retail sale of a vehicle in good overall condition, of a similar make / model / specification / mileage as at the **Date of Loss**.
11. **Grey or Parallel Import** means new or used vehicles legally imported from another country through channels other than the manufacturer's official distribution system.
12. **Insured Value** means the amount **You** receive under **Your Motor Insurance Policy** in respect of a **Total Loss**.
13. **Market Value** means the value confirmed by **Us** of **Your Vehicle** at the **Date of Loss**. **We** will refer to **Glass's Guide Retail Transacted value**.
14. **Motor Insurer** means the insurance company that issued **Your Motor Insurance Policy**.
15. **Motor Insurance Policy** means a comprehensive policy of motor insurance which is maintained throughout the **Period of Insurance** and which covers the **Vehicle** in respect of accidental damage, fire and theft.
16. **Negative Equity** means any outstanding finance carried over to the **Finance Agreement** from a previous vehicle or financial arrangement.
17. **Outstanding Amount Payable** means the amount that is outstanding on **Your Finance Agreement** on the **Date of Loss**, excluding any payment(s) in arrears and any resulting additional interest or penalties, any early settlement charges or fees, any deferred payments, fees and or interest charges resulting from any payment holiday agreed between **You** and **Your Finance Company**, any delinquent payments, uncollected service charges, any insurance premiums, termination fees, penalty fees that are owed by **You** or any **Negative Equity** whatsoever.
18. **Period of Insurance** means the period between the **Policy Start Date** and policy expiry date as shown in the **Schedule**.
19. **Policy** means this Vehicle Asset Protection Plus Insurance Policy that is evidence of, and sets out the terms of, **Your** insurance coverage.
20. **Premium** means the amount payable by **You** (and any taxes or charges thereon) for cover under this **Policy**.
21. **Purchase Price** means the amount **You** paid for the **Vehicle**, excluding **Accessories**, and excluding anything noted under clause 1.4 of the **EXCLUSIONS** section of this **Policy**, and as stated in the **Schedule**.

22. **Sales Invoice** means the **Vehicle** sales invoice providing details on which this **Policy** is based.
23. **Schedule** means the document given to **You** with this **Policy** that includes **Your** details, the details of **Your Vehicle** and the **Period of Insurance**.
24. **Start Date** means the date cover commences under this **Policy**, as stated in **Your Schedule**.
25. **Supplying Dealer** means the authorised motor dealer that supplied the insured **Vehicle** and sold **You** this **Policy**.
26. **Total Loss** means where **Your Vehicle** is the subject of an accidental or malicious damage, fire or theft to the extent that a motor insurance settlement is made and **Your Vehicle** is recorded as salvage category A, B, N or S by the DVLA.
27. **Vehicle** means only the **Vehicle** as identified in the **Sales Invoice** being purchased from a **Supplying Dealer** and not excluded under the "EXCLUSIONS" section of this **Policy**.
28. **Vehicle Replacement Value** means the **Purchase Price** of the **Vehicle** plus an inflationary increase of 5% of the **Purchase Price**.
29. **We/Us/Our** means QBE UK Limited whose registered office is 30 Fenchurch Street, London EC3M 3BD.
30. **You/Your/Yourself** means the person named in the **Sales Invoice** or the person named as the registered keeper in the **Schedule**.

BENEFIT

IMPORTANT INFORMATION

You must contact **Us** prior to accepting any **Total Loss** settlement under **Your Motor Insurance Policy** or a third party motor insurance company. If **You** do not contact **Us** first then the benefit under **Your Policy** may be settled based on the **Market Value** and not on the **Insured Value**.

If **Your Vehicle** suffers a **Total Loss** as classed by **Your Motor Insurer** within the **Period of Insurance** and the **Geographical Limits** **We** will pay the greater of:

- A) The financial shortfall between the **Vehicle Replacement Value** and the greater of:
- a. the **Insured Value** of the **Vehicle**; or
 - b. the **Market Value** of the **Vehicle**.
- The benefit under A) will be paid to **You**. **You** will be responsible for settling any outstanding amounts with **Your Finance Company**.

or

- B) The financial shortfall between the **Outstanding Amount Payable** and the greater of:
- a. the **Insured Value** of the **Vehicle**; or
 - b. the **Market Value** of the **Vehicle**;
- subject to the original amount financed under **Your Finance Agreement** being less than or equal to the **Purchase Price**. The benefit under B) will be paid to **Your Finance Company** and **We** will pay any other benefit payable under **Your Policy** to **You**.

but in respect of A) or B) the maximum **We** will pay will not exceed the **Claim Limit**.

Please note:

1. **We** will only pay the greater of A) or B) above and shall not pay both.

2. In the event the amount financed under **Your Finance Agreement** is more than the **Purchase Price**, **You** will only be entitled to the coverage under A) above.
3. In the event **We** pay to the **Vehicle Replacement Value** under the coverage A) above and there remains any **Outstanding Amount Payable**, **You** will be responsible for settling any outstanding amounts with **Your Finance Company**.
4. **We** will pay within the **Claim Limit** any excess deducted on **Your Motor Insurance Policy** due to a **Total loss**, up to £500.
5. Within the **Claim Limit** **We** will pay the cost of **Accessories** and **Ancillary Products** on **Your Vehicle**. The maximum amount payable for **Accessories** and **Ancillary Products** will be £2,000 in total.
6. Only one claim can be made under this **Policy** during the **Period of Insurance**.

EXCLUSIONS

1. This **Policy** does not provide any cover for:

1.1 any **Vehicle** which:

- a) has been used for a purpose for which they are not designed;
- b) has been 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;
- c) has been used for public service such as, but not limited to, police, fire brigade, ambulance, rescue or military purposes;
- d) is over 5,000kg gross weight;
- e) has been used for hire and reward of whatsoever nature, driving school, rental, courier or delivery use, or as a taxi, Uber, Bolt, limousine or shuttle services, ride-sharing or ride-pooling services, car sharing services;
- f) has been used for track days, road racing, rallying, pacemaking, speed testing or any other competitive event;
- g) any vehicle purchased via private sale; or
- h) any **Grey or Parallel Import**, or any vehicle built for use outside of the United Kingdom unless manufactured as right hand drive and purchased from an authorised United Kingdom distributor.

1.2 any **Total Loss**:

- a) where the **Total Loss** occurred before the inception of this insurance; or
- b) arising directly or indirectly, in whole or in part, due to any act or omission which is wilful or unlawful by **You** or by the driver of the **Vehicle**.

1.3 any theft or malicious damage claim which is not accompanied by a police report or court judgment as appropriate.

1.4 any discount given by the **Supplying Dealer**; government grants; vehicle contents; cash back; missed payments, arrears, or any interest due under the terms of the **Finance Agreement**; any deferred payment and/or fees and/or interest charges resulting from any payment holiday agreed between **You** and **Your Finance Company**, administration /credit facility, option to purchase, or documentation fees; credit protection insurance; end of lease penalty charges (including but not limited to excess mileage; late payment charges; title discharge fees; loss/damage excess, or wear and tear charges); delivery charges; electric vehicle batteries that are leased/hired from a third party; vehicle excise duty; window tinting; paintwork and/or upholstery protection kits; other coverage; new vehicle registration or other fees; cherished number plates; fuel; insurance premiums (including this Premium); warranty, roadside assistance, servicing and maintenance plans or charges; any secondary schedule(s) noted in the **Finance Agreement**, or any outstanding debt transferred from a previous vehicle or financial arrangement (otherwise known as **Negative Equity**).

- 1.5 VAT where **You** are VAT registered.
- 1.6 any costs incurred in excess of or outside the liability of this **Policy** including any other costs that are indirectly caused by the event which led to **Your** claim, unless specifically stated in this **Policy**.
- 1.7 any **Vehicle** that is stolen by any person having access to the keys of **Your Vehicle**.
- 1.8 any **Total Loss** which is not the subject of an indemnity under the accidental damage, fire or theft sections of a **Motor Insurance Policy**.
- 1.9 any **Total Loss** 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.
- 1.10 for additional costs for anything other than the **Purchase Price** of **Your Vehicle**.
- 1.11 Any **Motor Insurance Excess** above £500 that is deducted from the settlement by the **Motor Insurer** of a **Total Loss** claim on **Your Vehicle**.

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** discretion terminate the **Policy** or refuse to deal with **Your** claim, or reduce the amount of the claims payment.

1. Any reference to 'basis of the contract' in this **Policy** or in the proposal form (if any) is of no effect.
2. **You** must take reasonable care not to make any misrepresentation or provide untrue or misleading information when **You** take out this **Policy** or renew it.
3. If **Your** misrepresentation was deliberate or reckless, **We** will treat this **Policy** as if it never existed, refuse all claims and may retain any **Premium**.
4. If **Your** misrepresentation was careless, **We** may:
 - a) if **We** would not have entered into the **Policy**, treat this **Policy** as if it had never existed, refuse all claims and return the **Premium** paid;
 - b) if **We** would have entered into the **Policy** on different terms (excluding relating to **Premium**), treat this **Policy** as if it had been entered into on those different terms; or
 - c) if **We** would have entered into the **Policy** on the same or different terms but would have charged a higher **Premium**, 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** but for **Your** misrepresentation.
5. **You** must not act in a fraudulent manner. If **You**, or anyone acting for **You**;
 - a) makes a claim under the **Policy** knowing the claim to be false, or fraudulently exaggerated in any respect, or
 - b) makes a statement in support of a claim, knowing the statement to be false in any respect, or
 - c) submits a document in support of a claim, knowing the document to be forged or false in any respect, or
 - d) makes a claim in respect of any loss or damage caused by **Your** wilful act, or with **Your** connivance, then:
 - **We** shall not pay the claim
 - **We** may by notice to **You** treat this **Policy** as having been terminated from the time of the first fraudulent act
 - **We** may recover from **You** the amount of any claim already paid under the **Policy**
 - **We** may retain any **Premium**
 - **We** may inform the police of the circumstances
6. The **Policy** will be issued based upon information that has been given to **Us** about **You**, and **Your Vehicle**. **You** have a duty to tell **Us** immediately of any changes to this information such as change of

address. Failure to do so may lead **Us** to reassess the terms of **Your** cover under this **Policy**. **We** will then advise **You** of any changes in terms.

7. **You** must not continue to drive **Your Vehicle** after any damage or incident as this could cause further damage to **Your Vehicle**.
8. The cover under **Your Policy** may be affected if **You** do not comply with all the provisions of this **Policy**.
9. **Your Policy** will be governed by the law of that part of the **United Kingdom** where **You** have **Your** main residence.
10. It is agreed that any dispute or legal proceedings between **You** and **Us** in connection with this **Policy** will only be subject to the exclusive jurisdiction of the courts of England or that part of the **United Kingdom** where **You** have **Your** main residence and **You** are subject to the exclusive jurisdiction of the courts of that part of the United Kingdom.

GENERAL EXCLUSIONS

This insurance does not cover:

WAR AND TERRORISM

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war 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.

For the purpose of this section an act of terrorism means an act, including but not limited to the use of force, including biological, chemical and/or nuclear force, or violence and/or the threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

NUCLEAR RISKS

a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;

b) Any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to or by or arising from (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

ENVIRONMENTAL AND EXTERNAL FACTORS

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with earthquake, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

SANCTIONS EXCLUSION

We shall not provide cover nor be liable to pay any claims or provide any benefit hereunder to the extent that the provision of such cover, payment of such claims or provision of such benefit would expose us or any member of our company group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

CONSEQUENTIAL LOSS

Loss of use or any other consequential loss, penalties for delay or detention, or in connection with guarantees of performance or efficiency.

Our liability for incidental and consequential damages including, but not limited to, personal injury, physical damage, property, damage loss of use of your vehicle, loss of time and inconvenience resulting from the operation, maintenance or use of your vehicle is expressly excluded.

CYBER EXCLUSION

This insurance does not cover:

Loss, damage, cost, expense, or any other sum payable under this policy of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- a. any actual or threatened unauthorised, malicious or criminal act, or series of actual or threatened unauthorised, malicious or criminal acts, or any hoax relating to any of these;
- b. any failure to act, error, omission or accident or series of related failures to act, series of related errors, series of related omissions or series of related accidents; or
- c. partial or total unavailability or failure, or series of related partial or total unavailability or failures,

involving or affecting the use or operation of, access to, or the processing of any computer, hardware, software, data, information technology and communications system, electronic device, server, cloud or microcontroller including any similar system or any configuration of the aforementioned, and including any associated input, output or data storage device.

CLAIMS AND NOTIFICATION 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** discretion terminate the **Policy** or refuse to deal with **Your** claim, or reduce the amount of the claims payment.

IMPORTANT INFORMATION

If within the **Period of Insurance** an incident occurs within the **Geographical Limits** which results in **Your Vehicle** being classed as a **Total Loss**, **You** should not accept any settlement offer made under **Your Motor Insurance Policy** or a third party motor insurance company until **You** have contacted **Us** and **We** have given **You** permission to accept the offer. **We** may seek to have the offer received by **You** under **Your Motor Insurance Policy** or the offer of a third party motor insurance company increased if in **Our** absolute discretion **We** do not consider such offers to be reasonable.

1. If **You** accept a **Total Loss** settlement offer under **Your Motor Insurance Policy** or a third party motor insurance company prior to, or without **Our** consent then **We** may settle **Your** claim based on the **Market Value** at the **Date of Loss** and not on the **Insured Value**.
2. If **You** decline the offer of a replacement vehicle under the terms of the **Motor Insurance Policy**, or **You** are eligible for a replacement vehicle under **Your Motor Insurance Policy** then **We** will settle the claim based on the value of the replacement vehicle and not the settlement figure offered under the **Motor Insurance Policy**. This may result in no payment being made under the **Policy**.
3. **You** must advise **Us** within 120 days of any claim **You** have made under **Your Motor Insurance Policy**:
 - a) that results from theft; or
 - b) in the event of any loss resulting from accidental damage and fire, where the damage is so significant that **Your Motor Insurance Policy** underwriter may classify it as a **Total Loss**. If **You** have any doubts **You** should contact **Us**.
4. Where possible **You** must take all reasonable steps to safeguard **Your Vehicle**.
5. **You** must report the incident to the Police and provide **Us** with a police report or court judgment as appropriate.
6. **We** accept no liability for the irresponsible disposal of **Your Vehicle** or its salvage in any event.
7. At notification of any claim **We** reserve the right to instruct an engineer to inspect **Your Vehicle** before authorising any claim. Any decision on liability will be withheld until this report is received.

MAKING A CLAIM

If a **Total Loss** occurs please report **Your** claim to the **Claims Administrator** prior to informing the **Motor Insurer** responsible for **Your Motor Insurance Policy** and according to the following procedure:

1. Contact the **Claims Administrator** at QBE UK Limited, 1 Coval Wells, Chelmsford CM1 1WZ, telephone 0800 023 2799, e-mail APClaims@uk.qbe.com
2. Return all requested documentation to the **Claims Administrator** as outlined below.

No benefit shall become payable under this **Policy** until **We** have received proof to **Our** satisfaction of:

1. payment of the appropriate **Premium** in respect of **Your Policy**;
2. payment of the claim for **Total Loss** under **Your Motor Insurance Policy**;
3. evidence of the **Total Loss** and the **Insured Value** as at the **Date of Loss**;
4. **Your Policy** number and **Vehicle** details;
5. cause of **Total Loss**;
6. police report or court judgment as appropriate;
7. **Your Sales Invoice** showing the **Purchase Price**;
8. a copy of **Your Motor Insurance Policy** certificate of insurance;
9. a letter from **Your Finance Company** detailing the **Outstanding Amount Payable** under **Your Finance Agreement** following the **Total Loss** of **Your Vehicle**;
10. any other evidence which may be reasonably requested by **Us**.

IMPORTANT INFORMATION

If the information above is not provided to **Us** within 30 working days of opening a claim then, unless **You** have previously contacted **Us** and **We** have agreed to an extension, or other exceptional circumstances apply, then no benefit will be paid in respect of the claim under this **Policy**.

COMPLAINTS

We strive to provide an excellent service to all **Our** customers but occasionally things can go wrong. **We** take all complaints seriously and endeavour to resolve all customers' problems promptly.

You can complain about this **Policy** by contacting **Us** directly at:

Customer Relations

QBE UK Ltd, 30 Fenchurch Street, London EC3M 3BD

Tel: 020 7105 5988

Email: customerrelations@uk.qbe.com

When you contact us, please give us:

- **Your** name;
- **Your** contact number;
- **Your Policy** and/or claim number; and
- a clear and concise reason for **Your** complaint.

If **You** remain dissatisfied with how a complaint has been dealt with, then if **You** are an eligible complainant, **You** may contact the Financial Ombudsman Service (FOS), to review **Your** case.

Making a complaint to the FOS does not affect **Your** rights under this **Policy** but if **You** are not an eligible complainant then the informal complaint process ceases.

The FOS will only consider a complaint if **You** are an eligible complainant and if:

- a) **We** have been given an opportunity to resolve it; and
- b) **We** have sent **You** a final response letter and **You** have referred **Your** complaint to the FOS within six (6) months of **Our** final response letter; or
- c) **We** have not responded to **Your** complaint with a decision within eight (8) weeks.

A summary of the complaint handling procedure is available on request and will also be provided to **You** when acknowledging a complaint. This procedure is in addition to any other legal rights **You** may have to take legal proceedings.

ABOUT THE FINANCIAL OMBUDSMAN SERVICE (FOS)

For more information, **You** can visit the Financial Ombudsman Service website: www.financial-ombudsman.org.uk or write to

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

Phone: 0800 023 4567 or 0300 123 9123

CUSTOMER COMPENSATION

QBE UK Ltd are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this contract. Entitlement to compensation under the Scheme depends upon the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website (www.fscs.org.uk).

CANCELLATION

By **You**

You have a right to cancel cover and to receive a full refund of **Premium** under this **Policy** provided no claims are known or reported by giving notice within 30 days from the **Start Date** to Automotive Protection, QBE UK Ltd, 1 Coval Wells, Chelmsford CM1 1WZ telephone 0800 023 2799, e-mail APClaims@uk.qbe.com quoting **Your Policy** number shown on **Your Schedule**.

If **You** do not cancel cover within 30 days from the **Start Date**, the **Policy** will continue to its natural expiry, unless **You** subsequently cancel the **Policy**.

If the **Policy** is cancelled after the 30 day period from the **Start Date**, provided no claims are known or reported, **You** will be entitled to a daily pro rata refund of **Premium** from the **Start Date** for this **Policy**, as shown on the **Schedule**.

Once this **Policy** is cancelled **You** will not be entitled to make a claim under this **Policy**.

By Us

We can cancel **Your** insurance in any way permitted by law for reasons including any of the following. If **You** have:

- made a misrepresentation to **Us** before the **Policy**, including failure to pay the **Premium**.
- made a fraudulent claim under the **Policy** or acted in a fraudulent manner.
- failed to notify **Us** of a specific act or omission as required by the **Policy**.

TRANSFER OF POLICY

Family Transfer

If **You** transfer ownership of **Your Vehicle** to an immediate family member, **We** will allow **Your Policy** to transfer to that family member, along with **Your Vehicle**. An immediate family member is a spouse or child, parent, grandparent, or sibling.

How to Transfer

If **You** need to transfer **Your Policy**, please contact **Us** at:

Automotive Protection, QBE UK Ltd

1 Coval Wells, Chelmsford CM1 1WZ Tel: 0800 023 2799 email APClaims@uk.qbe.com

PRIVACY AND DATA PROTECTION

All personal information provided to the insurer will be processed in accordance with applicable data protection regulations and in accordance with the privacy notice which can be found at <https://qbeurope.com/privacy-policy/>. Alternatively, **You** may contact the insurer's Data Protection Officer to request a copy of the full privacy notice by email: dpo@uk.qbe.com or by writing to the: Data Protection Officer, QBE UK Operations, 30 Fenchurch Street, London EC3M 3BD.

The type of personal information will include:

- **Your** name
- Address
- Contact details

The purposes for which **Your** personal information will be processed may include (but are not limited to):

- Evaluating **Your** policy application and providing a quotation
- Providing cover under this policy
- Handling claims

- Crime and fraud prevention
- Debt recovery
- Improving and developing products and services

The processing of the information provided is necessary for the performance of a contract to which **You** are party or in order to take steps prior to entering into a contract.

Your personal information may be shared with third parties such as intermediaries, insurers, reinsurers, loss adjusters, sub-contractors, our affiliates, the police and other law enforcement agencies, fraud and crime prevention and detection agencies and to certain regulatory bodies. **You** may be contacted by third parties to request completion of surveys to obtain feedback which may also be shared with some of the above third parties.

We may use **Your** personal information to provide **You** with information about products or services which may be of interest to **You** where **You** are an existing customer or where **You** have provided **Your** consent for **Us** to do so. **We** may do this by post, email, telephone and social media.

We are committed to only sending you marketing communications that **You** have clearly expressed an interest in receiving. If **You** wish to opt out of marketing, **You** may do so by clicking on the 'unsubscribe' link that appears in all emails or telling **Us** when we call **You**. Otherwise **You** can always contact **Us**.

Depending on the circumstances, the use of personal information may involve a transfer of personal information outside the United Kingdom and the European Economic Area to countries that have less robust data protection laws. Any such transfer will be made with appropriate safeguards in place.

Your personal information will be kept for as long as reasonably necessary to fulfil the purposes set out above and to comply with **Our** legal and regulatory obligations.

The exact time period will depend on the type of personal information provided, for example:

- If **You** take out a warranty but do not make a claim, **Your** personal information will be retained for 7 years from the expiry of your warranty.
- If **You** make a claim under a warranty, your personal information will be retained for 7 years from the date on which the claim is settled.

You have various rights in respect of **Your** data, and these include:

- The right to access **Your** personal information - **You** are entitled to a copy of the personal information **We** hold about **You** and certain details about how **We** use it;
- The right to rectification - **We** always take care to ensure that the information **We** hold about **You** is accurate and where necessary up to date. If **You** believe that there are any inaccuracies, discrepancies or gaps in the information **We** hold about **You**, **You** can contact **Us** and ask **Us** to update or amend it;
- The right to restriction of processing - in certain circumstances, **You** are entitled to ask **Us** to stop using **Your** personal information, for example where **You** think that the personal information **We**

hold about **You** may be inaccurate or where **You** think that **We** no longer need to use **Your** personal information;

- The right to erasure - this is sometimes known as the 'right to be forgotten'. It entitles **You**, in certain circumstances, to request deletion of **Your** personal information. For example, where **We** no longer need **Your** personal information for the original purpose **We** collected it for or where **You** have exercised **Your** right to withdraw consent;
- The right to object - where **We** process **Your** personal information on the basis of a justifiable purpose, **You** can object to such processing, unless our purpose outweighs any prejudice to **Your** privacy rights; and
- The right to data portability - in certain circumstances, **You** can request that **We** transfer personal information that **You** have provided to **Us** directly to a third party.

You have a right to complain to the Information Commissioner's Office (ICO) if **You** believe that **We** have breached data protection laws when using **Your** personal information.

You can visit the ICO's website at <https://ico.org.uk/> for more information. Please note that lodging a complaint will not affect any other legal rights or remedies that **You** have.

Where personal information is provided in respect of another person, **You** are required to inform them of the above.

If **You** wish to implement **Your** rights as outlined, please contact **Us** at the following address:

QBE UK Limited
30 Fenchurch Street
London
EC3M 3BD
Tel: 020 3510 0062