

Welcome

Thank you for choosing Us for your insurance.

This document contains the full policy terms and conditions which should be read along with the Schedule issued to you by the Seller. We have tried to make this policy wording clear and easy to understand, using plain English wherever possible. However, if you do have any questions, please call our GAP Administration team on 0844 854 1505 or email gapclaims@AAwarranty.co.uk, who will be happy to help.

This Insurance is available for new and used vehicles purchased through an appointed AA Warranty Seller.

If You have any query regarding the sale or arrangement of this insurance, please contact the Seller through whom This Insurance was provided.

Administration of this insurance

This Insurance is underwritten by Enterprise Insurance Company Plc (the Insurer), registered in Gibraltar No 89698, whose registered office is Suite 3, 2nd Floor, Icom House, 1-5 Irish Town, Gibraltar, and effected through AA Warranty (the administrator for the Insurer).

Enterprise Insurance Company Plc is authorised and regulated by the Financial Services Commission in Gibraltar and is licensed to operate in the United Kingdom by the Financial Conduct Authority, under Financial Services Register number 402277.

This Insurance is administered and claims are handled on behalf of the Insurer by AA Warranty.

AA Warranty is a trademark of The Automobile Association Limited and is used with their permission under licence to Motorway Direct Plc. AA Warranty is provided by AA Mechanical Insurance Services Limited, an appointed representative of Motorway Direct Plc which is authorised and regulated by the Financial Conduct Authority (FCA), Financial Services Register number 311741. Registered Office; Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ. Registered in England & Wales No. 5987949. Group VAT registration: 804 0501 84.

For details of authorised firms visit the FCA website on www.fca.org.uk or by contacting the FCA consumer helpline on 0800 111 6768.

The Insurer is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot meet Our obligations to you. This depends on the type of business and circumstances of the claim. Insurance arranging and administration is covered for 90% of the claim with no upper limit. You can learn more about this scheme at www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100.

What is covered

Asset Protection Insurance (API)

In the event of Your Vehicle being declared a Total Loss, This Insurance will pay the difference between the Motor Insurers Settlement and the Vehicle Purchase Price.

If You purchased Your Vehicle under a finance agreement (except where the policy is transferred) and the Outstanding Finance Balance at the Point of Total Loss is greater than the Vehicle Purchase Price or Replacement Vehicle cost, This Insurance will pay the difference between the Motor Insurers Settlement and the Outstanding Finance Balance.

Cover will include up to £250 of Your Motor Insurance excess and up to £2,000 of dealer fitted accessories, non-transferrable AA Warranty insurance premiums / guarantee fees, or paint protection applications that were supplied along with the original vehicle and detailed on the purchase invoice in the event of a valid claim.

The maximum amount We will pay is restricted to the claim limit detailed in the Schedule.

Customer Upgrade Options

New Vehicle Replacement (VRI)

In the event of Your Vehicle being declared a Total Loss, This Insurance will pay the difference between the Motor Insurers Settlement and the cost of a Replacement Vehicle matching the original Vehicle specification or equivalent superseding model in the event this is no longer available.

Deferred Start Date

Where Your Motor Insurer offers new for old cover and subject to an additional premium being paid cover can be deferred for up to 12 / 24 months where Your Motor Insurer provides new for old cover.

Negative Equity (NE)

Subject to an additional premium being paid (identified by '+NE' in the additional option section of the Schedule) cover will include up to a maximum of £2,000 Negative Equity that was carried forward from a previous finance agreement and is detailed on the Vehicle purchase invoice.

What is not covered

Your GAP Insurance does not cover

1. Any claim where the Total Loss is not covered under the relevant sections of Your motor insurance policy.
2. Any outstanding premium, claims excess above £250 deducted by Your Motor Insurer, claims excess that is recoverable from a third party or other source, or any deductions made from the Motor Insurers settlement for vehicle condition, pre-accident damage or retention of salvage.

3. Negative Equity (unless an additional premium has been paid) or the cost of fuel and surrenderable road fund licence fees.
4. Any claim where You have the option to receive a Replacement Vehicle under the new for old section of Your Motor Insurance Policy in respect of the Total Loss of Your Vehicle. (The balance of this cover can be transferred to the Replacement Vehicle on request free of charge).
5. Any claim where the Total Loss occurs outside the Geographical Area or arises as a consequence of civil commotion, riot, war or terrorism.
6. Any claim where the GAP loss maybe covered by any other insurance or warranty, compensation for loss of use of Your Vehicle or any resultant loss of any kind.
7. Any claim excess over £250 or that is recoverable from a third party or other source.
8. Qualifying VAT if You are VAT registered.

How to make a claim

1. You must notify Us of any possible claim under This Insurance before You accept any settlement offer from Your Motor Insurer, but in any event within 180 days from the Point of Total Loss. Please call Us on 0844 854 1505 or email gapclaims@AAwarranty.co.uk. However, if due to circumstances outside of Your control You are unable to notify Us of Your claim within 180 days we will be happy to consider Your claim on its merits.
2. We will send You a claim form and provide You with a vehicle valuation on which the Motor Insurers Settlement should be based. You must not accept any Settlement offer from Your Motor Insurer until You have obtained Our consent for you to do so. If You accept any Motor Insurers offer without Our agreement, the Insurers liability under This Insurance will be limited to the Glass's Guide Retail Value at the Point of Total Loss.
3. You must fully complete the claim form and return it to Us along with all requested information and supporting documentation.
4. You must supply all information and assistance which the Insurer may reasonably require in establishing the amount of any payment under This Insurance. Details of all information/documentation required will be confirmed at the time when We issue the claims form.
5. Subject to receiving all necessary information and supporting documentation, where applicable any settlement will be made directly to the finance company on Your behalf.

Where the Vehicle was not purchased under a finance agreement, the GAP claim settlement will be paid directly to You.

Please Note

Our claims department is open from 9.00am to 5.00pm Monday to Friday. We are closed on Saturdays and Sundays.

Terms used in this insurance

What the terms mean

Any word or expression used in this document to which a specific meaning has been attached will have that same meaning throughout This Insurance and will appear with an initial capital letter.

1. **Geographical Area** means England, Wales, Northern Ireland, Scotland, Isle of Man and the Channel Islands. Cover also applies to member countries of the European Community and any other country for which an International Motor Insurance Certificate (Green Card) is effective on Your Vehicle at the Point of Total Loss up to 120 days in any one trip.
2. **Glass's Guide Retail Value** means the vehicle valuation adjusted for age and mileage, as listed in the car values guide published monthly by Glass's Information Services Limited.
3. **Insurer** means Enterprise Insurance Company Plc, Suite 3, 2nd Floor, Icom House, 1-5 Irish Town, Gibraltar.
4. **Issue Date** will be confirmed in the Schedule, being the date on which You either concluded the contract of Insurance or the day on which You receive the contractual terms and conditions.
5. **Motor Insurer** means the company that issued the certificate of motor insurance relating to the Insured Vehicle.
6. **Motor Insurers Settlement** means the Motor Insurers loss valuation excluding any deductions made by the Motor Insurer for Vehicle condition or pre-existing damage, any modifications, absence of service record or other such deductions.
7. **Negative Equity** means any finance balance carried forward from Your previous vehicle less any part exchange allowance made.
8. **New Vehicle** means a vehicle which is purchased new where You are the first registered keeper.
9. **Outstanding Finance Balance** means the amount owing to the finance company at the Point of Total Loss relating to the Purchase Price of the Vehicle, less any arrears, rebates or refunds for other insurance products.
10. **Period of Insurance** means the period of time This Insurance runs as stated in the Schedule, except where a claim is made, in which case This Insurance will end when that claim is concluded.
11. **Point of Total Loss** means the date and time of the incident that gives rise to Your claim for the Total Loss of Your Vehicle.
12. **Policy Start Date** means the date on which Your Insurance starts as shown in the Schedule.
13. **Purchase Price** means the invoice price of Your Vehicle, including factory fitted options and any discount given. This Insurance will also cover up to £2,000 of dealer fitted accessories, non-transferrable AA Warranty insurance premiums / guarantee fees, or paint protection applications that were supplied along with the original Vehicle and detailed on the purchase invoice.

14. **Replacement Vehicle** means the value of a Replacement Vehicle matching the original Vehicle specification or an equivalent superseding model in the event the original model is no longer available. The cost of the Replacement Vehicle will include any factory fitted options, first registration fees, delivery charges and any discounts that are available plus up to £2,000 of dealer fitted accessories, non-transferrable AA Warranty insurance premiums / guarantee fees, or paint protection applications that were supplied along with the original vehicle and detailed on the purchase invoice.
15. **Schedule** means the part of This Insurance that contains details of You, Your Vehicle, cover selected, the Period of Insurance and claim limits.
16. **Seller** means the appointed selling dealer or agent through whom This Insurance was arranged.
17. **This Insurance** means the cover detailed in this policy document.
18. **Total Loss** means that You have claimed under Your Motor Insurance, Your claim has been agreed, Your Vehicle has been forfeited (title of the Vehicle transferred to the Motor Insurer or a bona fide VAT registered salvage agent) and a payment made following the incident that rendered Your Vehicle beyond economic repair.
19. **UK** means the United Kingdom, Channel Islands and Isle of Man.
20. **Vehicle** means the Vehicle described in the Schedule.
21. **We / Us / Our** means AA Mechanical Insurance Services Limited.
22. **You / Your / Yourself** means the Insurance holder named in the Schedule, being the registered keeper of the Vehicle, person/company named as the account holder in the finance agreement covering the Insured Vehicle; and as the person/company named as the policy holder or named driver on the Motor Insurance policy.

General conditions

1. Your Vehicle must be insured by a Motor Insurer authorised and regulated in the UK. If You only have third party, fire and theft insurance You can only make a claim on This Insurance for Total Loss due to fire or theft.
2. For This Insurance to become effective, Your Motor Insurer must declare Your Vehicle a Total Loss, make a payment to You in settlement of Your claim, and the Vehicle forfeited.
3. You must take all precautions to safeguard the Vehicle against loss or damage. Where the Vehicle is left unattended all security devices or immobilisers must be activated, doors locked, windows closed and all keys removed from the Vehicle.
4. Unless the Insurers have agreed otherwise in writing, this Contract of Insurance will be governed by English law.

5. In the event of a Total Loss, You must contact Us within 180 days of the date on which the loss or damage occurred. You must not accept a settlement offer from Your Motor Insurer until You have contacted Us, and We have given Our consent for You to do so. If You accept any Motor Insurers offer without Our agreement, the Insurers liability under This Insurance will be limited to the Glass's Guide Retail Value at the Point of Total Loss.

We reserve the right to seek an increased motor insurance settlement on Your behalf and We may take action in Your name against any person including but not limited to Your Motor Insurer to recover any money We pay in settlement of Your claim. You must give Us all reasonable assistance.

6. Failure to pay any GAP premium instalment will result in the immediate suspension of This Insurance and may result in cancellation. In the event of a claim, We will offset any outstanding premium against Your claim settlement.
7. Where a bona fide purchase invoice cannot be provided, or if This Insurance is purchased more than 30 days after the Vehicle purchase date, or in the event of a transfer, the Purchase Price will be based on the Glass's Guide Retail Value applicable at the Policy Start Date of This Insurance or date of transfer.

Transfer

If You sell Your Vehicle, provided that no claim has been made, subject to Our agreement, You may transfer the remaining cover to the replacement vehicle. Where the Purchase Price of the replacement vehicle is greater than the original Vehicle Purchase Price, an additional premium may be required. A new Schedule will be issued confirming the replacement vehicle details. Cover will not include any refinancing.

In the event of bereavement, the remaining benefits of This Insurance may be transferred to the policyholder's spouse or partner.

If You would like to transfer This Insurance, You must contact Our GAP Administration team on 0844 854 1505.

Only one transfer is permitted during the Period of Insurance.

Cancellation

You may cancel This Insurance within 14 days of the policy Issue Date and obtain a full refund by contacting the selling dealer. However if a claim has been submitted during this period, no refund will apply.

After 14 days, provided that no claim has been made, You may cancel This Insurance and receive a pro rata refund of the premium paid for each complete unexpired months cover, calculated at the date the cancellation request is received by the selling dealer. A £30 cancellation fee will apply.

Any refund will be processed by the selling dealer.

Following the transfer of This Insurance no refund or part return of premium is available.

Our commitment to good service

We hope You will be completely happy with This Insurance but if something does go wrong, We would like to know about it. We will do Our best to resolve the issue and make sure it doesn't happen again.

If You need to complain

Complaints about the sale of this Insurance

If You have any concerns regarding the sale of This Insurance, please contact the Seller.

Complaints about This Insurance

Please contact Our GAP Administration team either by telephone on 0844 854 1505, or by e-mail to gapclaims@AAwarranty.co.uk. Alternatively write to Us at AA Warranty, Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ.

We will acknowledge Your complaint within 5 working days. We will advise You who is dealing with it and when We expect to respond. We aim to respond fully within 8 weeks. However if We are unable to provide a final response within this period We will write to You before this time and advise why We have not been able to offer a final response and how long We expect Our investigations to take.

If You remain unhappy with Our final response, or We have not managed to provide a final response within 8 weeks of Your complaint, You may be entitled to refer Your complaint to the Financial Ombudsman Service for help and advice.

- Phone: 0800 023 4567 or 0300 123 9123
- Email: complaint.info@financial-ombudsman.org.uk
- Post: Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Financial Services Compensation Scheme (FSCS)

The Insurer is covered by the FSCS. You may be entitled to compensation from the scheme if the Insurer cannot complete Their obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers 90% of the claim is covered with no upper limit.

Further information about the compensation scheme is available from www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100.

Please make sure You always quote Your policy number from the Schedule.

This complaints procedure doesn't affect Your statutory rights.

Data protection

For the purposes of the Data Protection Act 1998, the data controller in relation to the information You supply is AA Mechanical Insurance Services Limited, (Company No: 5987949 England), Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ.

We will share the information You provide, together with other information, only with Our Motorway Direct Plc group companies and the AA. We and the AA will use this for administration, marketing, customer services and profiling Your purchasing preferences. We and the AA will disclose Your information to the Insurer, Our service providers and agents for these purposes. We and the AA may keep Your information for a period to contact You about Our services.

We and the AA may share Your information with other organisations, who are Our business partners.

We, or they, may contact You by mail or telephone to let You know about any goods, services or promotions, which may be of interest to You. If You decide You do not wish to receive such information in these ways, please inform Us, but remember that this will prevent You from receiving Our special offers or promotions.

If You would like to receive such information by email, fax or SMS text messaging but have not told Us please contact Us.

We or the Insurer may transfer Your information outside of the European Economic Area, for example the United States of America. We or the Insurer will only do this where it is necessary for the conclusion, or performance of a contract between You and Us or the Insurer, or that We or the Insurer enter into at Your request, in Your interest, or for administrative purposes.

When You have given Us information about another person, You confirm that they have authorised You to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

You have the right to ask for a copy of Your information and to correct any inaccuracies.

We may record telephone calls for staff training and evidential purposes.

Sensitive data

If You have given Us consent to use Your sensitive personal data (e.g. if appropriate, health data for Your registration under the Motability Scheme), it will only be processed in order to provide the service requested.

How to contact us

AA Warranty

Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ

Claims Line.....0844 854 1505

Claims Fax.....0844 854 1506

GAP Administration Team0844 854 1505

Claims e-mailgapclaims@AAwarranty.co.uk

Telephone calls may be monitored and recorded for quality assurance and compliance.