
Purchase Price and Finance/Lease GAP

Policy Wording

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IMPORTANT CONTACT DETAILS

For all Administration and General Enquiries:

Please contact Best4 GAP on **03300 944 444** or email **enquiries@best4gap.com**

Claims only:

To notify a claim please call **03300 944 444**. Lines are open between 09.00am and 17.00pm Monday to Friday (excluding bank holidays). Alternatively please send an email to

claims@best4gap.com or write to: Best4 GAP, Building 5 Archipelago Office Park, Lyon Way, Camberley, Surrey, GU16 7ER

IMPORTANT - Please do not accept a **motor insurance settlement** without first contacting the claims line on **03300 944 444**.

Please see page 11 for more information on “Making a claim”.

Definitions

Whenever the following words or expressions appear in bold in **your** policy they have the meaning given below.

Accident Management Company

A company instructed by **you** to recover **your** losses from a third party in circumstances of a non-fault motor accident.

Acts of terrorism

Any act that the government of the **United Kingdom** considers to be an act of terrorism. The use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government for political, religious, ideological or similar beliefs. This includes trying to influence any government or intimidate the public.

Administrator

Best4 GAP, a trading name of Autoguard Warranties Ltd, is based at Building 5 Archipelago Office Park, Lyon Way, Camberley, Surrey, GU16 7ER.

Agent

The party, person or company who has arranged this insurance on **your** behalf.

Contract hire/lease agreement

The hire agreement between **you** and the **finance company** for the use of **your vehicle**.

Early settlement amount

The amount required to settle the **finance agreement** at the date of **total loss** excluding any amount carried over from a previous **finance agreement**, any insurance premiums, additional interest charges, rebates, discounts, incentives and cash backs, arrears, title discharge fees, and any other financed amount not relating specifically to the **purchase price** of **your vehicle**.

Endorsement(s)

Statements, found in **your schedule**, that either show changes to the terms of **your** policy or terms that apply specifically to **you**.

E.U.

European Union member countries.

Excess

The first amount of any claim which **you** must pay if **your vehicle** is lost, stolen or damaged.

Finance agreement

The credit agreement between **you** and the **finance company** relating to the **purchase price** of **your vehicle**.

Finance company

An authorised **United Kingdom** **finance company** **you** have the **finance agreement** or **contract hire/lease agreement** with relating to **your vehicle**.

GAP

Guaranteed asset protection.

Glass's Guide

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

Grey Import

A new vehicle destined for other markets outside the **United Kingdom** which has been brought in to the **United Kingdom** by parties outside the manufacturer's official distribution chain.

Insured value

The value of **your vehicle** excluding any contents as assessed by the insurer of the **motor insurance policy** on **your vehicle** or the **accident management company** at the date of the **total loss**.

IMPORTANT - Please do not accept a **motor insurance settlement** without first contacting the claim line on **03300 944 444**.

Market value

The cost of replacing **your vehicle** with another of the same make, model, specification (for example, the level of equipment found in **your vehicle**), age, mileage and condition as **your vehicle** was just before the loss or damage **you** are claiming for by reference to **Glass's Guide**. **We** reserve the right to have an independent valuation undertaken should the specification not be available within **Glass's Guide** or it is suspected that the condition of the vehicle is such that this would affect the guide value.

Motor Insurance Policy

A comprehensive **motor insurance policy** issued by an authorised **United Kingdom** motor insurer which insures against fire, theft and accidental damage to **your vehicle** throughout the **period of insurance**. Please note: Motor trade insurance policies of any type are excluded.

Motor Insurance Settlement

The money **you** receive from the **motor insurance policy** or from a third party through an **accident management company** following a **total loss** claim of **your vehicle**.

Negative Equity

Any finance carried over from a previous vehicle or **finance agreement**.

Net sales invoice

The invoice for **your vehicle** provided by an entity registered for VAT for the purpose of providing motor vehicles.

Period of insurance

The period of time between the **start date** of this policy and the earliest of the following dates:

- The period as shown on **your schedule**;
- The date on which **your vehicle** is repossessed by the **finance company**;
- The date **your vehicle** is declared a **total loss**;
- The date **your vehicle** is sold or transferred to a new owner.

Proposal

The document or declaration that records the information **you** gave **us** when **you** bought **your** policy and which **your** contract with **us** is based on.

Purchase Price

The cost of **your vehicle** as confirmed in the **net sales invoice**, less any discount given for **your vehicle**, any government grants, finance deposit allowances and/or dealer contributions. The **net sales invoice** will include factory fitted accessories, delivery for a new vehicle and up to a maximum of £1,500 for dealer fitted accessories, but excludes warranty charges, insurance premiums, new vehicle registration fees, number plates, fuel, service plans, paintwork protection applications, road fund licence fee, arrears or **negative equity** transferred from a previous finance agreement.

In respect of vehicles used for mobility **we** will cover up to an additional £300 towards the modification.

Salvage Value

The amount deducted by the insurer of the **motor insurance policy** from a **motor insurance settlement**, to enable **you** to keep ownership of **your vehicle**.

Schedule

The document that names **you** as the policyholder and sets out what this policy covers **you** for. **We** will replace **your schedule** whenever **you** make any changes to the policy while **your** insurance applies.

Start Date

The date the insurance cover commences as shown on **your schedule**.

Sum Insured (Claim Limit)

The maximum amount that can be claimed in total during the **period of insurance** as stated in the **schedule**.

Termination charge

The amount due to **your finance company** at the date of the **total loss**, less any rebates, refunds, arrears, maintenance charges, warranty charges, insurance premiums, road fund licence fee, number plates, fuel, paintwork protection applications, excess mileage charges, administration fees, loss of profits or recoverable VAT.

Territorial limits

England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands, any country that is a member of the **E.U.** and any other country shown on an International Motor Insurance Card ("Green Card") indicating that cover is in force on the date of an incident that results in a **total loss**.

Total loss

You have claimed under the **motor insurance policy** or through an **accident management company** for **your vehicle** as a result of accidental damage, fire or theft, where **your vehicle** is beyond economic repair resulting in a **motor insurance settlement**.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

We, us, our

Mean any, or all, of:

- Bastion Insurance Company Limited
- Best4 GAP, a trading name of Autoguard Warranties Ltd

You, your

The policyholder whose name is on the **schedule** or in the case of an individual if **you** die, **your** legal personal representatives.

Your vehicle

The car that is shown on **your schedule**.

Introducing your GAP insurance policy

This booklet gives full details of **your** cover.

Please read this booklet and **your schedule** carefully and make sure that they meet **your** needs.

If **you** have any questions, please contact the **agent** and they will help **you**.

Please keep all **your** insurance documents in a safe place, as **you** may need to read them if **you** want to make a claim.

Our contract with you

We will provide Purchase Price and Finance/Contract Hire Shortfall Protection **GAP** insurance under the terms, exceptions, conditions and **endorsements** of this policy, during any period for which **we** have accepted **your** premium.

This contract is based on the **proposal** (or any statement of facts or statement of insurance **we** prepare using the information **you** have provided), and any declaration **you** make. The **schedule** and any **endorsements** are all part of this policy. **You** must read all the documents that make up **your** policy as one document.

The law that applies to this policy

This policy will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.)

The language used for this policy

The contractual terms and conditions and other information relating to this contract will be in the English language.

Cooling-off period

We hope that **you** will be happy with **your** insurance policy. However, if this policy does not meet **your** needs **you** have 30 days from the date **you** received **your** policy documents or from the purchase date, whichever is later, to cancel the policy and get a full refund. (**We** will not give **you** a refund if **you** have claimed for the **total loss** of **your vehicle** or an incident has happened where **you** could make a claim for a **total loss**).

To cancel **your** policy, please contact the **agent** who sold **you your** policy. See page 14 for further details of cancellation.

Making a claim

If you consider your vehicle is likely to be declared a total loss, here's what to do.

DO NOT ACCEPT A MOTOR INSURANCE SETTLEMENT WITHOUT FIRST CONTACTING THE CLAIMS LINE.

We hope **you** will find **our** service fast, efficient and friendly.

Call the claims line on **03300 944 444**. Lines are open between 09.00am and 17.00pm Monday to Friday (excluding bank holidays).

Alternatively, please send an email to **claims@best4gap.com** or write to: Best4 GAP, Building 5 Archipelago Office Park, Lyon Way, Camberley, Surrey, GU16 7ER

You will need to tell us within 90 days of your total loss occurring. When notifying us you will need to have the following information:

- **your** policy number;
- **your** personal details.

The claims team will send **you** a claim form. **You** must complete the claim form in full and return it to them. **You** must supply all information and assistance which **we** may reasonably require in establishing the amount of any payment under **your** insurance.

We may arrange for one of **our** representatives to visit **you** to help **us** investigate **your** claim.

We may at **our** option take over negotiations with the **motor insurance policy** underwriter or **Accident Management Company** with respect to **your total loss** claim.

Our customer-care policy

A complaint against Best4 (the Administrator) who sold you the policy

The majority of complaints are seen to and resolved quickly and promptly by **Our** policy team. In case they are unable to help you, you may approach the manager or senior person responsible.

If **You** remain dissatisfied, **You** may put **Your** complaint forward in writing to **Our** CEO by addressing a letter to the Chief Executive Officer CEO, Best4, Building 5, Archipelago Office Park, Lyon Way, Camberley, Surrey GU16 7ER or by e-mail to complaints@best4gap.com

In **Your** written complaint please head **Your** letter or e-mail COMPLAINT and include **Your** full name, address and **Vehicle** registration number, detail the reason for **Your** complaint and include copies of any material **You** may wish to provide us.

Taking your complaint further: If after following the above **You** are not satisfied, **You** may then refer the dispute to the Financial Ombudsman Service (FOS) within six months of **Our** final response. The FOS will only be able to consider your complaint if the above has been followed. The FOS may be contacted at Financial Ombudsman Service, South Quay Plaza, 183, Marsh Wall, London, E14 9SR.

Against Bastion Insurance Company Limited, the company that underwrites this Policy

Should your complaint be about the company that underwrites this Policy, you may write to Mr Anthony Mowatt Chairman, Bastion Insurance, 4th Floor, Development House, St Anne Street, Floriana, FRN 9010, Malta.

In Your written complaint please head **Your** letter COMPLAINT and include **Your** policy number and **Your** full name and address, and detail the reason for **Your** complaint to include copies of any relevant material You may wish to provide.

If **You** are not satisfied with the manner in which **Your** complaint has been resolved, **You** may refer **Your** complaint to the Office of the Arbiter for Financial Services established under the Arbiter for Financial Services Act, (Cap.555).

Following these procedures will not affect your right to take legal action. The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Financial Ombudsman Service

If **you** are still not happy with **our** final decision or if **you** have not received **our** final decision within 8 weeks of **us** receiving your **complaint**, **you** can pass **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation and will review **your** case.

Their address is:
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Phone: 0800 023 4567

You can visit the Financial Ombudsman Service website at:

www.financial-ombudsman.org.uk

Following the complaints procedure does not affect **your** rights to take legal proceedings.

Financial Services Compensation Scheme

Bastion Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if Bastion cannot meet their obligations under this Policy.

Most insurance contracts are covered for 90% of a claim with no upper limit. **You** can obtain more information about the compensation scheme arrangements from the FSCS or visit their website www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number 0800 678 1100 or on 0207 741 4100 or You can write to The Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

Your GAP insurance cover

What we will cover

For vehicles purchased outright or on a **finance agreement**:

Following the **total loss** of **your vehicle**, we will pay up to the **Sum Insured (Claim Limit)** the difference between the **insured value** and the greater of either the **purchase price** of **your vehicle** or the **early settlement amount** that you owe to **your finance company**.

For vehicles on a **contract hire/lease agreement**:

Following the **total loss** of your **vehicle** we will pay up to the **Sum Insured (Claim Limit)** the difference between the **insured value** and the **termination charge** applied by the **finance company**. In addition, we will cover **your** initial deposit rental paid on **your vehicle** up to a maximum value of 3 monthly rentals. This will form part of the maximum **sum insured (Claim Limit)**.

Please note: Any amount due will be paid to **you** where **your vehicle** is not subject to a **finance or contract hire/lease agreement**. If **your vehicle** is subject to a **finance agreement or contract hire/lease agreement** the benefit will be paid to the **finance company** and we will pay any excess over the **early settlement amount** or **termination charge** to **you**.

Additional Cover included within your policy

- We will pay up to £250 towards the excess deducted from **your** motor insurer's **total loss** valuation unless it can be recovered from a third party or any other insurance policy. This will form part of the maximum **Sum Insured (Claim Limit)**.

Eligibility

When **you** applied for this insurance, we asked **you** to confirm that **you** will be eligible for cover throughout the **period of insurance**. The eligibility requirements are as follows:

- **You** are the owner or the registered keeper of the vehicle or if a **contract hire/lease agreement** named on the agreement;
- **You** have paid the insurance premium for this policy;
- The value of **your vehicle** does not exceed £80,000 at the date of purchase;
- **Your vehicle** was under 8 years old at the **start date** of this policy;
- **Your vehicle** is covered by a comprehensive **motor insurance policy** throughout the **period of insurance**;
- **Your vehicle** is registered in the **United Kingdom**;
- **Your vehicle** was not purchased via a private sale;
- **Your vehicle** is not used for rental purposes.
- **Your vehicle** is not used for track days, road racing, rallying, pace making, speed testing or any other competitive event or as a taxi for private hire or minicab use, for hire as a chauffeur or for driving school tuition;
- **Your vehicle** was purchased within 90 days prior to the **start date** of this policy.
- A GAP Insurance policy is not already in place for **your vehicle**
- **Your vehicle** has not been declared a **total loss** before the **start date** of this policy or is not the subject of a claim which could render it a **total loss** prior to the **start date** of this policy.

What we will not cover

1. **Your vehicle** if **you** have not claimed under the **motor insurance policy** or from a third party through an **accident management company** or **your** claim has not been settled as a **total loss**.
2. **Your vehicle** if it is insured on any type of motor trade **motor insurance policy**.
3. **Your vehicle** if it has been modified other than according with **your vehicle's** manufacturer's specification unless the modification is for mobility. **We** will cover up to an additional £300 towards the modification.
4. **Your vehicle** if it is a **Grey Import**.
5. **Your vehicle** if it has been declared a **total loss** prior to the **start date** of this policy.
6. **Your vehicle** if it is a commercial vehicle.
7. **Your vehicle** if it is an Aston Martin, Bentley, BMW Alpina, Cadillac, Corvette, Ferrari, Hummer, Lamborghini, Lotus, Maserati, Mercedes Brabus, Mitsubishi Evolution, Nissan GT-R, Noble, Rolls Royce, Subaru Impreza, TVR.
8. **Your vehicle** if it is used as an emergency vehicle, bus, courier, truck, heavy goods vehicle or invalid carrier or motorcycle.
9. **Your vehicle** if it is used for track days, road racing, rallying, pace making, speed testing or any other competitive event or as a taxi for private hire or minicab use, for hire as a chauffeur or for driving school tuition.
10. **Your vehicle** if it is driven by any person not holding a valid current licence to drive **your vehicle**.
11. **Your vehicle** if it is used for rental purposes.
12. **Your vehicle** if the **total loss** occurred after it was taken or driven without **your** consent by a family member, spouse or partner.
13. **Your vehicle** if the **total loss** occurred when being driven with **your** consent by any person who is not authorised under the **motor insurance policy**.
14. **Your vehicle** if the **total loss** occurred from **you** driving **your vehicle**, when intoxicated or under the influence of alcohol or drugs not prescribed by a medical practitioner or drugs prescribed by a medical practitioner where advice against driving has been given.
15. **Your vehicle** if the **total loss** occurred when unoccupied (that is, nobody is inside it) and left:
 - a). unlocked; or
 - b). with the windows or roof open; or
 - c). with the keys inside (or on) **your vehicle**.
16. **Your vehicle** when it has not been supplied to **you** by a VAT registered supplier.
17. Any loss of use of **your vehicle** or any other direct or indirect losses (such as travel costs or loss of earnings).
18. Any theft or malicious damage claim which is not accompanied by a valid and substantiated crime reference number.
19. Any recoverable VAT where **you** are VAT registered.
20. Any amount of the **finance agreement** not related to the **purchase price** or **early settlement amount** of **your vehicle**. This policy only covers the part of the **finance agreement** relating to the purchase of **your vehicle** itself, all other elements of the **finance agreement** and its related interest charges are excluded.
21. Any **negative equity**.
22. Any **excess** deducted from **your motor insurance settlement total loss** claim on **your vehicle** above £250.00.
23. Any percentage or amount deducted from **your motor insurance settlement total loss** claim because of contributory negligence or due to the condition of **your vehicle**.

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24. The **salvage value** of **your vehicle** if **you** are not required to transfer the ownership to the insurer of the **motor insurance policy**.
 25. Any claim where the insurer of the **motor insurance policy** has offered to repair **your vehicle** but **you** have requested the claim to be dealt with on a **total loss** basis.
 26. Any **total loss** where the **total loss** occurred before the inception of this insurance.
 27. Any claim where the application or premium has not been received by the **administrator**.
 28. The **total loss** if it occurs outside the **territorial limits**.

General exceptions under this policy

1 Contracts

This policy does not cover any liability **you** have under an agreement or contract, unless **you** would have had that liability anyway.

2 Earthquake

We will not cover any **total loss** if the loss or damage to **your vehicle** is caused by earthquakes.

3 Fraud

We will not pay any claim and all cover under the policy will end from the date **you** (or anyone acting for **you**):

- make a false or exaggerated claim; or
- attempt to support **your** claim with forged or fraudulent documents or evidence; or
- deliberately cause the loss or damage.

4 Radioactivity

This policy does not cover any **total loss** caused by:

- ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel; or
- radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

5 Riot

We will not cover any **total loss** if the loss or damage to **your vehicle** happens outside the **United Kingdom** that is caused by riot or civil commotion.

6 War

This policy does not cover any **total loss** caused by war, invasion (whether or not war is declared), revolution, military force, or other hostile events, unless **we** must provide cover under the Road Traffic Acts.

7 Acts of Terrorism

This policy does not cover any total loss caused by acts of terrorism unless we must provide cover under the Road Traffic Acts.

Conditions that apply to this policy

1 Cancelling your cover

If this policy does not meet **your** needs, **you** have 30 days from the date **you** received **your** policy documents or from the purchase date, whichever is later, to cancel the policy and get a full refund. To cancel **your** policy within this 30-day period, please contact the **administrator**.

If **you** wish to cancel **your** policy after this 30-day period, please contact **your agent**. **Your agent** will provide **you** with a refund that is calculated on the basis of a refund proportionate to the unexpired term of the **period of insurance** provided **you** have not had a successful claim. No refund will be provided if **you** are in the last 6 months of your policy.

Any instructions to cancel must be provided in writing or by calling **your agent** and the refund will be calculated from the date of **your** request to cancel. **We** may also ask for **your** written confirmation of a cancellation requested over the phone. (**We** will not give **you** a refund if **you** have successfully claimed for the **total loss** of **your vehicle** or an incident has happened where **you** could have a successful claim for a **total loss**).

The Insurers' Cancellation Rights

We reserve the right to cancel this policy by giving **you** seven days' notice in writing, which **we** will send by recorded delivery to the most recent address **we** have for **you**. Examples of when **we** might do this includes **you** not paying a premium instalment when due, if **we** have reason to believe this policy is not being used in the spirit it was designed for, **us** discovering that **your vehicle** is no longer eligible for cover or it becomes apparent there is a breakdown in the relationship between **us** and **you**. In such situations, providing no claim has been made, **we** will refund the unexpired portion of **your** premium.

We reserve the right to cancel this policy immediately if **you** commit fraud.

2 Claims which may be made against us

You must give **us**, as soon as possible, full details of any event that could lead to a claim under this policy.

You must not:

- negotiate to settle any claim; or
- offer or promise anything without **our** permission in writing.

We may, in **your** name, take over and deal with a claim and try to recover from others any money **we** have paid out under this policy. At all times **you** must give **us** whatever help **we** need.

For more information on how to claim please refer to page 11 under 'making a claim'.

3 Motor insurance

Your vehicle must be covered under a comprehensive **motor insurance policy** throughout the **period of insurance** by an authorised **United Kingdom** motor insurer and the policy must cover loss or damage to **your vehicle** caused by accidental damage, fire or theft. Please note: Motor trade insurance policies of any type are excluded.

If **your motor insurance policy** has a new replacement vehicle provision or **you** are eligible for a new replacement vehicle provision under **your motor insurance policy** but **you** choose to pursue **your** claim via an **accident management company** and they settle **your** claim using the **market value** of **your vehicle** instead of providing **you** with a new replacement vehicle, **we** will settle the claim based on the **Glass's Guide** Cost New value of **your vehicle** and not the **insured value**. Note this may result in no **Sum Insured (Claim Limit)** being paid.

In the event of a **total loss**, **you** must not accept any offer from the insurer of the **motor insurance policy** or **accident management company** without **our** approval.

We reserve the right to subject **your vehicle** to independent inspection.

4 Telling us about changes in your circumstances

Please tell **us** immediately about any changes which may affect **your** cover. If **you** fail to do so, **your** policy may not be valid and **we** may not pay **your** claim.

For example, **you** must tell **us** if:

- **you** move house or change the place **you** keep **your vehicle**;
- **your** name changes (for example, by marriage);
- **you** change **your vehicle** or the owner of **your vehicle** changes;
- **you** change what **you** use **your vehicle** for (for example, **you** start using it for business purposes);
- **you** make changes to **your vehicle**; or
- **you** change **your** registration number to a cherished number plate.

This is not a full list. If **you** are not sure whether **you** need to tell **us** about a change in circumstances, tell **us** anyway.

5 Your duty

All the information **you** give to **us** must be complete and correct as far as **you** know. If **we** discover that **you** (or someone acting for **you**) deliberately gave **us** incomplete or false information, all cover under this policy will end. **We** may treat the policy as though it never existed and **we** will not pay **your** claim. **We** may also recover any money **we** may have paid under this policy.

6 Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only **you** and **we** may enforce any of the terms of this policy. This will not affect any rights other people or organisations have under other laws.

7 Transferring your policy

This policy cannot be transferred from **your vehicle** to any other vehicle, unless **your vehicle** is replaced under the replacement as new extension of the **motor insurance policy**, in which case **you** need to request **us** to transfer this policy to **your** new vehicle and **we** will provide cover for the replacement for the full term of the original **period of insurance**; Or **your vehicle** is replaced under a manufacturers or dealers warranty, in which case **you** need to request **us** to transfer the balance of this policy to **your** new vehicle. This policy is not transferable to a new owner if **you** sell **your vehicle**. If this occurs **your** policy will have to be cancelled as listed in 'Cancelling **Your** Cover' on page 14.

8 General

We will only provide the cover set out in this policy if **you** keep to all the terms and conditions of the policy.

No alterations, variations, or relaxation of any of the terms of this contract can be made except in writing by one or more of **our** authorised officials.

9 Other insurance

If **you** are covered by any other policy for any claim covered under this policy, **we** will pay only **our** share of the claim (unless **we** say otherwise in this policy).

10 Paying your premium

If **you** have not paid **your** premium, **we** will not provide cover from the date the premium was due.