

ASSET PROTECTION POLICY DOCUMENT

Crystal
Mark
23730



Clarity approved by
Plain English Campaign

 **AutoTrust**
Reassurance guaranteed

CONTENTS

Introduction	3
Our Contract With You	4
Insurer	5
Administrator	5
Definitions	6
Eligibility	10
What is Covered	12
What is Not Covered	13
Making a Claim	16
Cancellation and Cooling-Off Period	17
Transferring Your Cover	18
Complaints Procedure	19
Legal, Regulatory and Consumer Information	21

INTRODUCTION

Welcome to AutoTrust Asset Protection. This policy is designed to help you if your vehicle is stolen or damaged beyond economical repair and your motor insurance company declares it a total loss (a write-off).

AutoTrust Asset Protection could pay the difference between the settlement you receive from your motor insurance company and the price you paid for your vehicle, the outstanding balance on your vehicle finance agreement, or the lease or contract-hire early termination charge, including any rent you have paid in advance as a deposit, whichever is greater.

If you need to make a claim you should follow the claims process shown on page 16. Please keep your documents safe. We recommend that you don't store them in your vehicle.

Please also check the details we hold for you on your schedule and tell us immediately if there are any mistakes.

AutoTrust Asset Protection has the top 5-star rating from defaqto. defaqto is the UK's leading independent financial information business and all defaqto star ratings, including this one, are available on the defaqto comparison website.



OUR CONTRACT WITH YOU

We (Motors Insurance Company Limited) will provide this insurance under the terms, exceptions, conditions and any endorsement of this policy, for any period of insurance **we** have accepted **your premium** for and which **you** have paid for in full or entered into an agreement with us to pay **your premium**. This insurance 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 endorsement are all part of this policy. **You** must read all the documents that make up **your** policy as one document.

Please read this policy and **your schedule** carefully and make sure that they meet **your** needs. If **you** have any questions, please contact the **administrator** on **0344 573 8069**.

Certain words or expressions that appear in **your** policy have the meanings given in the definitions section on page 6.

INSURER & ADMINISTRATOR

INSURER

We, Motors Insurance Company Limited, are the **insurer**. **We** provide **your** cover.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority, under number 202875.

You can check this on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

ADMINISTRATOR

Your cover is administered by Car Care Plan Limited, who are authorised and regulated by the FCA.

You can contact Car Care Plan on **0344 573 8069**.

DEFINITIONS

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

ADMINISTRATOR

Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire
BD3 7AG

FINANCE AGREEMENT

The credit or hire-purchase agreement between **you** and the **finance company** relating to **your vehicle**.

FINANCE COMPANY

A **finance company**, authorised in the UK, who **you** have entered into a **finance agreement** with for **your vehicle**.

FINANCE EARLY SETTLEMENT AMOUNT

The amount needed to settle the credit or hire-purchase agreement on the date of the **total loss**, including any amount carried over from a previous **finance agreement** (negative equity), any insurance premiums, extra interest charges, discounts, incentives and cashback, arrears, vehicle tax, title discharge fees and any other financed amount not relating specifically to **your vehicle**.

GLASS'S GUIDE

A motor industry publication which provides vehicle valuations.

GREY IMPORT

A new vehicle intended for markets outside the European Union which is being brought into the European Union by someone outside the manufacturer's official distribution chain.

INSURED VALUE

The value of **your vehicle** (not including any contents) as assessed by:

- **your motor insurer**;
- the motor insurer of a third party against which **you** have a claim; or
- **our** appointed assessor;

on the date of the **total loss**.

Please read the conditions on page 16 under 'Making a claim'.

INSURER

Motors Insurance Company Limited
Jubilee House
Thornbury
West Yorkshire
BD3 7AG

DEFINITIONS (CONTINUED)

LEASE AGREEMENT

The contract-hire or lease agreement **you** have entered into with the **lease company** which allows **you** to use **your vehicle**.

LEASE COMPANY

An authorised **lease company** who **you** have entered into a lease or contract-hire agreement with for **your vehicle**.

LEASE EARLY TERMINATION CHARGE

The net balance needed by the **lease company** on the date of the **total loss**, to settle the balance owing under the **lease agreement**, not including any arrears, maintenance costs, vehicle tax, late-payment charges, insurance premiums, recoverable VAT, excess mileage charges, excess wear and tear charges or uncollected **premium** due under this policy.

MOTOR INSURANCE POLICY

The policy, issued by a **motor insurer** in line with the Road Traffic Act 1988, which insures **your vehicle** on a comprehensive basis for the full market value throughout the **period of insurance**. If **your vehicle** is being used by a driver **you** have allowed to use it, they must have a comprehensive **motor insurance policy** insuring them to drive **your vehicle**. Please note, this definition does not include motor trade insurance policies of any type.

MOTOR INSURANCE EXCESS

The amount deducted from **your motor insurance settlement** by **your motor insurer**.

MOTOR INSURANCE SETTLEMENT

The amount **your motor insurer** will pay to settle **your** claim for **total loss**, not including any deductions they make, such as those to take account of any modifications, lack of servicing or an invalid MOT test certificate.

MOTOR INSURER

The motor insurance company, authorised in the UK, that issued the **motor insurance policy** for **your vehicle**.

DEFINITIONS (CONTINUED)

NEGATIVE EQUITY

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

PERIOD OF INSURANCE

The period of time between the **start date** of this policy and the end date, as shown on **your schedule**, or the earliest of the following.

- The date **your vehicle** is declared a **total loss**
- The date **your vehicle** is repossessed by the **finance company** or **lease company**
- The date **your vehicle** is sold or transferred to a new owner
- The date on which **your** policy is cancelled
- The date on which **you** miss a **premium** when it is due

Your policy is non-renewable.

PREMIUM

The total amount **you** have agreed to pay **us** for this insurance policy. If **you** have not paid **your premium**, **we** will not provide cover from the date the **premium** was due. If **you** have chosen the monthly payment option and **you** miss any instalment, **your** policy will end 30 days after the date the missed instalment was due.

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 **purchase price** of **your vehicle** as confirmed in the net sales invoice which includes the cost of delivery, factory-fitted accessories and dealer-fitted options, but does not include any insurance premiums. **We**

do not cover deposit allowances, discounts, rebates, concessions, cashback, incentives and contributions. **We** also do not cover registration fees for new vehicles, vehicle tax, number plates, warranty costs, fuel, servicing plans, paintwork protection applications, other extras, arrears or **negative equity** transferred from a previous **finance agreement** or **lease agreement**.

DEFINITIONS (CONTINUED)

SALVAGE VALUE

The amount the **motor insurer** deducts from a **motor insurance settlement** in order for **you** to keep ownership of **your vehicle**.

SCHEDULE

The document that **we** will provide to give **you** details of **your vehicle**.

START DATE

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

TERRITORIAL LIMITS

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

Your vehicle is also covered in the European Union and any other country shown on an international motor insurance card (green card) for as long as **you** maintain a level of cover on **your motor insurance policy** that is similar to the cover **we** provide in the **territorial**

limits (the cover must be in force on the date of an incident that results in a **total loss**).

TOTAL LOSS

Your vehicle being damaged beyond economic repair following accidental damage, fire or theft, resulting in a **motor insurance settlement** under **your motor insurance policy**.

WE, US, OUR

Motors Insurance Company Limited.

YOU, YOUR

Means either:

- a private individual or sole trader who is at least 18 years old and whose name is on the **schedule**;
- a partnership where one partner's name is on the **schedule**; or
- a limited company or other legal

organisation whose name is on the **schedule**.

YOUR VEHICLE

The car or light commercial vehicle, up to 3.5 tonnes gross vehicle weight, shown on **your schedule**.

ELIGIBILITY

To be eligible for cover under this policy, **you** must meet the following conditions.

Your vehicle must:

- be shown in **Glass's guide**;
- be registered with **us** within 100 days of the date **you** bought it;
- be covered by a **motor insurance policy** throughout the **period of insurance**;
- have been supplied to **you** by a recognised motor vehicle retailer; and
- be insured by a **motor insurance policy** which provides comprehensive motor insurance to the full market value of **your vehicle**, not to the trade cost or an agreed value.

Your vehicle must not:

- be insured on any type of motor trade insurance policy;
- be used as an emergency or military vehicle, courier or delivery vehicle, for driving school tuition, for any hire or reward, or as a taxi;
- be used for track days, road racing or rallying, pacemaking, speedtesting or any other competitive event;
- have been bought from a private seller;
- have been modified other than in line with **your vehicle** manufacturer's specification (if this applies, **you** will not be covered if **we** decide that the **total loss** happened as a result of this modification);
- be a scooter, motorcycle, touring caravan, a vehicle that does not meet UK specifications or is not built for sale within the **territorial limits** or is classed as a **grey import**, kit car, bus, coach, commercial vehicle more than 3.5 tonnes, truck or a heavy goods vehicle;
- be owned by a garage, motor trader or any other associated motortrade company; or
- have been manufactured in the USA and imported direct from there and bought as new from an authorised distributor within the **territorial limits**.

ELIGIBILITY (CONTINUED)

You must:

- either be the owner of **your vehicle** or have a **finance agreement** or **lease agreement** relating to **your vehicle** or be the registered keeper;
- be at least 18 years old on the **start date** of this policy if **you** are private individual or a sole trader;
- live in the **territorial limits** for the **period of insurance**;
- have applied for this insurance cover by filling in the correct forms;
- have paid or agreed to pay the **premium** for this policy; and
- agree to keep to the terms and conditions of this policy.

CHANGES IN YOUR CIRCUMSTANCES

Please tell the **administrator** immediately about any of the following changes that may affect **your** cover. If **you** do not do this, **your** policy may not be valid and **your** claim may not be paid. **You** must tell the **administrator** if:

- **you** move house;
- **your** name changes (for example, because **you** get married);
- **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.

WHAT IS COVERED?

Following the **total loss** of **your** vehicle during the **period of insurance**, **we** will pay the difference between the **insured value** and the **purchase price** of **your vehicle** as confirmed in the net sales invoice.

If the **finance early settlement amount** is higher than the **purchase price** of **your vehicle**, **we** will pay the difference between the **insured value** and the **finance early settlement amount** to the **finance company** and will pay any money that is left to **you**.

If **you** have a **lease agreement**, **we** will pay the difference between the **insured value** and the **lease early termination charge** to the **lease company**, as well as the original upfront payment that **you** had made in the form of rentals paid in advance.

If there is no **finance agreement** or **lease agreement**, **we** will pay any amount that is due to **you**.

As part of our efforts to ensure **you** receive fair value from your policy, **we** have introduced a minimum payment clause. This means, in the event of a **total loss** of **your vehicle** during the **period of insurance**, **we** will pay **you** at least the minimum payment detailed below. The minimum payment will apply based on the **purchase price** of **your vehicle** as shown in the table below, or **we** will make a payment equal to the **premium you** paid for this insurance, whichever is the greater amount. Please note that **your motor insurance excess** payment up to £250 will be included in **your** minimum payout and not in addition to **your** minimum payout.

Vehicle Purchase Price	Year 1 of Cover	Year 2 of Cover	Year 3 and 4 of Cover
Up to £15,000	£500	£750	£1,000
Greater than £15,000	£1,000	£1,500	£2,000

WHAT IS NOT COVERED?

We will not cover the following.

- A **total loss** which happened before the **start date** of this insurance.
- A **total loss** caused by **your vehicle** being driven, with **your** permission, by someone who is not eligible to drive **your vehicle** under the terms of **your motor insurance policy** or who did not have fully comprehensive insurance in place for **your vehicle**.
- A **total loss** caused by **your vehicle** being driven, with **your** permission, by someone who does not hold a valid driving licence or who was breaking the conditions of their driving licence.
- A **total loss** which happened outside the **territorial limits**.
- A **total loss** which happened while **your vehicle** was being driven in the European Union, other than within the **territorial limits** or any other country shown on an international motor insurance card (green card), while **you** did not have in place a **motor insurance policy** providing an equivalent level of cover as **you** would have had within the **territorial limits**.
- Any loss of use of **your vehicle** or any other costs that are directly or indirectly caused by the event which led to **your** claim, unless **we** tell **you** otherwise in this policy.
- Any loss or destruction of or damage to any property, and any expense relating to this.
- Any missed **premium** or other amounts the **motor insurer** deducts from a payment they make to settle a **total loss** claim for **your vehicle**.
- Any **motor insurance excess** above £250 that the **motor insurer** deducts from any payment they make to settle a **total loss** claim for **your vehicle**.
- The **salvage value** of **your vehicle** if **you** do not have to transfer ownership of **your vehicle** to the **motor insurer**.
- Any claim where the **motor insurer** has offered to repair **your vehicle** but **you** have asked for the claim to be dealt with as a **total loss**.
- The VAT part of any claim if **you** registered for VAT.
- Any arrears and any interest due on these, if the **finance early settlement amount** from the **finance agreement** is higher than the original **purchase price**.
- Deposit allowances, discounts, rebates, concessions, cashback, incentives and contributions. Please see the definition of **purchase price** on page 8.

WHAT IS NOT COVERED? (CONTINUED)

- Insurance premiums, registration fees for new vehicles, vehicle tax, servicing plans, number plates, any finance arrears, all maintenance costs, recoverable VAT, excess mileage charges, excess wear and tear charges, warranty costs, fuel, paintwork protection applications, other extras, arrears, or any interest due on any of these.
- Any **negative equity**.
- Any liability where the terms of the policy have been amended or altered without **our** written permission.
- Any amount the **motor insurer** deducts from the payment they make to settle a claim if they reduce the **motor insurance settlement** because **you** did not provide correct information or tell the **motor insurer** about any changes that could affect **your motor insurance policy**. For example, if **your vehicle** has no valid MOT test certificate or has not been regularly

serviced at the time of the **total loss** or **you** fail to tell the **motor insurer** about any previous losses or motoring offences, including convictions, endorsements, penalty points, speeding offences and disqualifications or criminal prosecutions. Please note, this does not include any amount the **motor insurer** deducts as a result of damage that existed before the incident that resulted in the **total loss**.

EXCEPTIONS UNDER THIS POLICY

CYBER ATTACK

We will not pay for any loss, damage, liability or expense, directly or indirectly caused by, contributed to or arising from one single event where a virus or code, or using or running any system, software, process or any other electronic system intended to inflict harm affects **your vehicle** and other vehicles at the same time.

EARTHQUAKE

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

PRESSURE WAVES

This policy does not cover any **total loss** caused by pressure waves of an aircraft or other flying device travelling at or above the speed of sound.

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.

RIOT

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

SANCTION LIMIT AND EXCLUSION CLAUSE

We will not provide cover and will not pay any claim or provide any benefit under this insurance if doing so would put **us** at risk of a sanction, ban or restriction under United

Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the UK or the USA.

WAR

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

MAKING A CLAIM

IF YOU THINK YOUR VEHICLE IS LIKELY TO BE DECLARED A TOTAL LOSS, HERE'S WHAT TO DO.

Contact the **administrator** on **0344 573 8069**, or email GAPclaims@carcareplan.co.uk.

You will need to tell **us** about the **total loss** within 120 days of it happening. When telling **us** about the **total loss**, **you** will need to provide:

- **your** policy number; and
- **your** details, as recorded on the **schedule**.

The **administrator** may arrange for one of its representatives to visit **you** to help investigate **your** claim.

IMPORTANT

Please contact the **administrator** to register **your** claim before agreeing any settlement offer from **your motor insurer**. **You** should continue to make any loan or finance payments that are due while **we** are assessing **your** claim.

If **you** accept a **motor insurance settlement** from the **motor insurance policy** before contacting the administrator, **we** have the right to contact the **motor insurer** in **your** name to assess the settlement offer and, where necessary, try to agree a settlement that is in line with the retail figures in **Glass's guide** at the time **your vehicle** was declared a **total loss**.

The **administrator** may, in **your** name, take over and deal with a claim to try to recover from others any money it has paid out under this policy. **You** must, at all times, give the **administrator** any help it needs.

If **you** are eligible for a replacement vehicle under **your motor insurance policy**, even if **you** turn down the offer of a replacement vehicle, **we** will settle the claim based on the value of the replacement vehicle and not the settlement figure offered under the **motor insurance policy**.

The **administrator** has the right to arrange an independent inspection of **your vehicle**.

OTHER INSURANCE

If **you** are covered by any other policy for any claim **you** make under this policy, **we** will pay only **our** share of the claim.

OUR RIGHT TO RECOVER COSTS

After paying any claim, **we** may, at **our** own expense, take over **your** rights to recover payment or relief from a third party responsible for the loss, up to the amount **we** have paid out under the policy.

CANCELLATION AND COOLING-OFF PERIOD

If this policy does not meet **your** needs, **you** have 30 days from the date **you** received **your** policy documents to cancel the policy and receive a full refund. To cancel **your** policy within this 30-day period, please contact the supplier who sold **you your** policy.

If **you** want to cancel **your** policy after this 30-day period, **you** can cancel at any time and receive a refund for the period **you** have not received cover for. **You** will have to pay a cancellation fee of £20 if **you** cancel after the 30-day cooling-off period. To cancel **your** policy please contact the **administrator** by calling **0344 573 8069** or by writing to:

Car Care Plan Limited
Jubilee House,
5 Mid Point Business Park,
Thornbury,
West Yorkshire
BD3 7AG.

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 the **total loss of your vehicle**.

If **you** have paid for **your** policy in full or on a **finance agreement** (other than a Car Care Plan Limited instalment agreement) or **lease agreement**, the **administrator** will give **you** a refund based on each full calendar month remaining on **your** policy. The refund will be a percentage of the original cost of **your** policy, less a cancellation fee of £20.

The percentage refund will be calculated from the date the **administrator** receives **your** request to cancel.

If **you** have paid for **your** policy in instalments through an instalment agreement with Car Care Plan Limited, **we** will calculate any refund as a percentage of the original cost of **your** policy, based on each full calendar month remaining on it. If **you** have paid all the instalment payments due under the agreement, **we** will pay the refund direct to **you**. If **you** have

not paid all the instalment payments, **we** will calculate the refund in the same way, and the following will apply.

- If the refund **you** are eligible for is more than the instalment payments **you** owe Car Care Plan Limited, **we** will pay the amount of the outstanding instalments to Car Care Plan and pay the difference to **you**.
- If the refund **you** are eligible for is less than the instalment payments **you** owe Car Care Plan Limited, **we** will use the refund as part payment of **your** total outstanding instalment payments. **You** will continue to be responsible for paying the remaining outstanding payments due under **your** instalment agreement with Car Care Plan Limited until the balance (calculated at the time the **administrator** received **your** notice of cancellation) has been settled.

Please allow up to 28 days for the **administrator** to process **your** cancellation and refund.

TRANSFERRING YOUR COVER

If within 12 months of the **start date** of this policy:

a) **you** exchange **your vehicle** for a replacement vehicle through the same dealer who supplied **your vehicle**;

b) the **motor insurer** declares **your vehicle** a **total loss** and provides **you** with a replacement vehicle; or

c) **your vehicle** is replaced under a manufacturer's or dealer's warranty;

you can transfer this policy to the replacement vehicle, under the following terms and conditions.

- The **start date** of **your** policy will stay the same.
- The **period of insurance** will stay the same.
- The **purchase price** of **your vehicle** (the original vehicle) will be used to calculate any

future claim under this policy, regardless of whether the **purchase price** of the replacement vehicle is higher or lower than the **purchase price** of **your vehicle**.

HOW TO TRANSFER YOUR COVER

- Write to the **administrator** within 30 days of receiving the replacement vehicle.
- Provide a copy of the original invoice for **your vehicle**.
- Provide a copy of the invoice for the replacement vehicle.

COMPLAINTS PROCEDURE

We are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong.

If **you** have a question or a complaint about the way **your** policy was sold to **you**, please contact the supplier who sold it to **you**.

If **you** have a complaint about **your** policy, **you** should contact the **administrator** by calling 0344 573 8069 or writing to:

The Complaints Team, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

You can also email the **administrator** at complaints@motor-admin.com.

Please tell the **administrator** **your** name and **your** claim number or policy number. Calls to the **administrator** may be recorded. The **administrator** will contact **you** within five days of receiving **your** complaint. In some cases, this will be to acknowledge **your**

complaint, but in others it may be to give **you** a full reply. If the **administrator** cannot deal with **your** complaint within five working days, they will aim to give **you** a full reply within 28 days. In complex cases, or where further investigation is needed, this may take longer, and they will let **you** know if this is the case. The **administrator** will respond to **your** complaint within eight weeks, which is in line with requirements set by the Financial Conduct Authority.

FINANCIAL OMBUDSMAN SERVICE

If **you** are still not satisfied, **you** have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

IF YOU LIVE IN THE UK

If **you** are still not satisfied with the way in which **your** complaint has been dealt with, **you** also have the right to ask the Financial Ombudsman Service to review **your** case, but

you must do this within six months of the date of **our** final decision.

For more information, **you** can contact the Financial Ombudsman Service or visit their website.

Write to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

Website: www.financial-ombudsman.org.uk

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman website at www.TheMotorOmbudsman.org.

The Motor Ombudsman will offer free impartial information and, if appropriate, an alternative dispute resolution process in the event that **you** are not satisfied with the outcome of a concern.

COMPLAINTS PROCEDURE (CONTINUED)

For further information, **you** can visit The Motor Ombudsman website at www.TheMotorOmbudsman.org or call their Information Line on 0345 241 3008.

To make a complaint to the Motor Ombudsman you can either call their information line or fill in an online form at www.themotorombudsman.org/consumers/make-a-complaint.

Please note: The Motor Ombudsman can only deal with **your** complaint if you have already complained direct to the **administrator** and at least eight weeks have passed since you did that. Complaints to the Motor Ombudsman must be made within 12 months of the administrator's final response.

IF YOU LIVE IN THE CHANNEL ISLANDS

You also have the right to ask the Channel Islands Financial Ombudsman (CIFO) to review **your** case. For more information, **you** can contact CIFO or visit their website.

Write to: The Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands JE4 9QG.

Phone:

Jersey: +44 (0) 1534 748610

Guernsey: +44 (0) 1481 722218

International: +44 (0) 1534 748610

Website: www.ci-fo.org

Email: enquiries@ci-fo.org

IF YOU LIVE IN THE ISLE OF MAN

You also have the right to ask the Financial Services Ombudsman Scheme for the Isle of Man to review **your** case. For more information, **you** can contact the Financial Services Ombudsman Scheme or visit their website.

Write to: The Financial Services Ombudsman Scheme, Thie Slieau Whallian, Foxdale Road, St John's, Isle of Man IM4 3AS.

Phone: +44 (0) 1624 686500

Website: www.gov.im/oft

Email: ombudsman@iomoft.gov.im

The above complaints procedure does not affect the rights **you** have by law as a consumer or any legal right **you** have to take action against **us**. For more information about **your** rights, contact **your** local authority trading standards service or citizens advice bureau.

LEGAL, REGULATORY & CONSUMER INFORMATION

THE LAW THAT APPLIES TO THIS POLICY

This policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **territorial limits** where **you** have **your** main home.

LANGUAGE

All communication between **you** and **us** will be in English. **We** record telephone conversations to offer **you** more security, help **us** resolve complaints and improve service standards.

We may also monitor conversations for staff-training purposes.

The **administrator** can provide documents on audio tape or in large print if **you** ask for these. Please tell the **administrator** if **you** need any of these services to be provided so they can communicate with **you** in an appropriate way.

YOUR DUTY

Under the Consumer Insurance (Disclosure and Representations) Act 2012, **you** must take care to give accurate and complete answers to all the questions in the **proposal** and make sure that all the information **you** provide in connection with this insurance is true and correct. **You must** tell **us** of any changes to the answers **you** have given as soon as possible. If **you** don't tell **us** about a change to **your** answers, this may mean that **your** policy is not valid and will not pay out if **you** need to make a claim. **We** may also recover any money we have already paid out under this policy.

Under English law, it is an offence to make a false statement or to withhold information in order to get insurance.

We have the right to refuse to cover any insurance risk or to change the **premium** and the terms quoted.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations under this policy. This depends on the type of business and the circumstances of the claim. Services to advise on and arrange insurance are covered for 90% of the claim amount, without any upper limit. For more information about the scheme (including the amounts covered and who can claim), **you** can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit their website at www.fscs.org.uk or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

LEGAL, REGULATORY & CONSUMER INFORMATION *(CONTINUED)*

PRIVACY AND DATA PROTECTION NOTICE

1. DATA PROTECTION

Car Care Plan Limited (the “Data Controller”) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which the Data Controller processes your personal data. For more information please visit www.view-privacy-policy.co.uk.

2. USE OF YOUR PERSONAL DATA

The Data Controller may use the personal data it holds about you for the purposes of providing products, services and insurance, administering memberships, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from the Data Controller or which

the Data Controller feels may interest you. The Data Controller will also use your data to safeguard against fraud and money laundering and to meet the Data Controller’s general legal or regulatory obligations.

3. DISCLOSURE OF YOUR PERSONAL DATA

The Data Controller may disclose your personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller’s behalf. These include group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaux, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

4. INTERNATIONAL TRANSFERS OF DATA

The personal data the Data Controller collects from you may be transferred to, processed and

stored at, a destination outside the European Economic Area (“EEA”). Where the Data Controller transfers your personal data outside of the EEA, the Data Controller will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

5. YOUR RIGHTS

You have the right to ask the Data Controller not to process your data for marketing purposes, to see a copy of the personal information held about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask for a copy of your data to be provided to any controller and to lodge a complaint with the local data protection authority.

6. RETENTION

Your data will not be retained for longer than is necessary, and will be managed in accordance

LEGAL, REGULATORY & CONSUMER INFORMATION (CONTINUED)

with the Data Controller's data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the contract, or the Data Controller's business relationship with you, unless the data must be retained for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning the Data Controller's use of your personal data, please contact **The Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England.**

ANTI-FRAUD AND ANTI-THEFT REGISTERS

We or the **administrator** may pass information to various anti-fraud and anti-theft registers.

The aim is to help insurers check the information they are given and to prevent fraudulent claims. When considering **your** insurance application, **we** may search these

registers. When **you** tell the **administrator** about an insured event, they will pass information relating to the event to the registers. It is a condition of this policy that **you** tell the **administrator** about an insured event, whether or not it leads to a claim.

FRAUD

You must not act in a fraudulent way. If **you** (or anyone acting for **you**):

- make a claim under the policy knowing the claim to be false or exaggerated in any way;
- make a statement to support a claim knowing the statement to be false in any way;
- give the **administrator** any documents to support a claim knowing the documents are forged or false in any way; or
- make a claim for any loss caused by **your** deliberate act or with **your** agreement;

we or the **administrator**:

- will not authorise the claim;
- may not authorise any other claim which has been or may be made under the policy;
- may declare the policy void (treat it as though it never existed);
- will be entitled to recover from **you** the amount of any claim already paid under the policy;
- will not return any of **your premium**; and
- may let the police know about the circumstances.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

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

AutoTrust Asset Protection is administered by Car Care Plan Limited.
Car Care Plan, Jubilee House, 5 Mid Point Business Park, Thornbury,
West Yorkshire BD3 7AG

Website: www.carcareplan.co.uk
Phone: 0344 573 8069

CCP 12275
OA 06/2023

