



TOP-UP GAP INSURANCE

(WITH TOTAL LOSS COURTESY CAR COVER)

POLICY TERMS AND CONDITIONS

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## SECTION 1 - INTRODUCTION

### About Your Insurance

Welcome to **your** Top-Up GAP insurance policy.

This insurance will increase the **total loss valuation** of **your vehicle** by 25%, up to the maximum **sum insured** as shown on **your Policy Schedule**, if **your vehicle** is written off (or not recovered following a theft) during the **period of insurance**. Cover is automatically extended to apply while **named drivers** under **your** motor insurance policy are driving or in charge of **your vehicle**.

This payment will be in addition to the payment made by **your** motor insurer.

Please take time to read the “**Important Information**” section of this Policy Document. It tells **you** about things **you** need to check, actions **you** need to take, and things **you** need to tell **us** about once the insurance has started.

This insurance was arranged by **your agent**. The **Programme Administrator** is Virtual Insurance Products Limited and claims are also handled by Virtual Insurance Products Limited on behalf of the insurer. The insurer (referred to as “**we**”, “**us**” or “**our**” in this Policy Document) is Arch Managing Agency Limited.

This is an annual renewable insurance policy. The date **your** insurance starts and **your period of insurance** are shown on **your Policy Schedule**

Some words and phrases in this Policy Document and on **your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold type**. They are all listed and explained in the “Definitions” section, which can be found at the end of this Policy Document.

All insurance documents and all communications with **you** about this policy will be in English.

### Insurance documents in different formats

If **you** require a copy of this policy in large font or audio material, please contact **your agent**. If **you** are deaf or have a hearing impairment or have difficulty with **your** speech, **you** can access services that offer text-to-speech and speech-to-text translation services. Please contact **your agent** if **you** need assistance with finding this service.

### How To Make A Claim

To make a claim, call the **Programme Administrator** on **0330 111 3998**. Lines are open between 9am and 5pm Monday to Friday (excluding bank holidays). Alternatively, please send an email to [info@notifyclaim.co.uk](mailto:info@notifyclaim.co.uk) or write to: Virtual Insurance Products Ltd, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR.

**Please Note: You must notify Virtual Insurance Products Limited that your vehicle may be declared a total loss before you accept a claim settlement from a motor insurer.**

### The Insurance Contract

This Policy Document and **your Policy Schedule** are **your** insurance documents. Together, they make up the contract between **you** and **us**. It is important that **you** read **your** insurance documents carefully so **you** can be sure of the cover provided and to check that this policy meets **your** needs.

This Policy Document and **your Policy Schedule** are provided to **you** by **your agent** and issued to **you** by your **agent** on behalf of the **Programme Administrator**. In exchange for **your** paying the premium amount referenced on **your Policy Schedule**, **you** are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.

For and on behalf of Arch Managing Agency Limited under Unique Market Reference Number B1201JJ231435.



Mark McLaren

Joint Managing Director

## SECTION 2 – IMPORTANT INFORMATION

It is important that:

- **You** check **your Policy Schedule** to ensure the details are correct and that the cover is as **you** requested;
- **You** check that **you** are eligible for this insurance (see “Eligibility” below);
- **You** check the information **you** have given **us** is accurate (see “Disclosure of Important Information” below);
- **You** notify **your agent** as soon as possible of any inaccuracies on **your Policy Schedule**, or if **you** are not eligible for the insurance; and
- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

### Information You Give Us

#### Eligibility

When **you** applied for this insurance, **we** asked **you** to confirm that **you** were eligible for cover. The eligibility requirements are as follows:

1. **Your vehicle** must be covered by a comprehensive **motor insurance** policy.
2. **You** are the owner or registered keeper of **your vehicle**.
3. **Your vehicle** must not be on a **contract hire or lease agreement**.
4. **Your vehicle** is under ten years old at the **start date** of this policy.
5. **Your vehicle** has not been declared a **total loss** and returned to the road before this policy has been purchased or **your vehicle** has not been the subject of a claim which could render it a **total loss** prior to the **start date** of this policy.
6. **Your vehicle** is registered in the UK and mainly used in the UK.
7. **You** are a permanent resident in the UK or a UK registered company.
8. **The value of your vehicle** is over £5,000 and is under £80,000 at the **start date** of this insurance.
9. **Your vehicle** is not a commercial vehicle.
10. **Your vehicle** is not being used for rallying, racing, any competitive events or for emergency use or hire (including private hire, taxis and chauffeur) or for driving school tuition.
11. A GAP insurance policy is not already in place for **your vehicle**.

#### Disclosure of Important Information

**This clause only applies if the Insured named on the Policy Schedule is an individual.**

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**, via **your agent**. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim; or
- **we** may not pay any claim in full; or
- **we** may revise the premium; or
- the extent of the cover may be affected.

#### Your Duty of Disclosure if you are a commercial business

**This clause only applies if the Insured named on the Policy Schedule is a UK registered company.**

Under the Insurance Act 2015, **you** have a duty to make a fair presentation of the risk to **us** before this policy starts and when **you** make any amendment(s) to **your** cover. This means **you** must:

- a) Disclose all material facts which **you** know or ought to know.
- b) Make the disclosure in a reasonably clear and accessible way; and
- c) Ensure that every material representation of fact is substantially correct, and made in good faith.

A “material fact” is information that would influence **our** decision as to whether to insure **you** and if so, on what terms.

For the purposes of the duty of fair presentation, **you** are expected to know the following:

- a) If **you** are an individual (such as a sole trader or an individual partner):
- what is known to **you** and anybody who is responsible for arranging this insurance; or

If **you** are not an individual (such as a limited company or a partnership):

- what is known to anybody who is part of **your** organisation’s senior management (this means those people who play significant roles in the making of decisions about how **your** activities are to be managed or organised), or anybody who is responsible for arranging this insurance;

- b) What should reasonably be revealed by a reasonable search of information available to **you**. The information may be held within **your** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the insurance is intended to insure subsidiaries, affiliates or other parties, **you** are expected to have included them in **your** enquiries, and inform **us** if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If **you** breach **your** duty to make a fair presentation of the risk to **us**, then:

- where the breach was deliberate or reckless, **we** may void this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - **we** would not have agreed to provide cover under this policy on any terms, **we** may avoid this policy and refuse all claims, but will return any premiums paid;
  - **we** would have agreed to provide cover under this policy but on different terms (other than premium terms), **we** may require that this policy includes such different terms with effect from its commencement; and/or
  - **we** would have agreed to provide cover under this policy but would have charged a higher premium, **our** liability for any loss amount payable shall be limited to the proportion that the premium **we** charged bears to the higher premium **we** would have charged. For example, if due to a breach of fair presentation **we** charged a premium of £40.00 but **we** should have charged £80.00, for a claim submitted and agreed at a settlement value of £4,000, **you** will only be paid £2,000.

## What You Must Tell Us About After Your Insurance Starts

### a) Transferring Your Policy If You Sell Or Change Your Vehicle

If **you** sell or change **your vehicle**, **you** may transfer the remaining **period of insurance** to a replacement vehicle provided **you** continue to meet the eligibility requirements. **You** must notify **your agent** prior to **us** accepting the transfer. A new **Policy Schedule** will be issued confirming the replacement vehicle details. Where **we** decide that the replacement vehicle is a higher risk an additional premium may be charged whereas if **we** decide it is a lower risk then **you** may be entitled to some return of premium. **Your agent** will confirm any change to the premium when **you** contact them.

Continuation of cover will only apply from the **start date** shown on the new **Policy Schedule**.

### b) Transferring Your Policy if You Die

If **you** die during the **period of insurance**, the remaining **period of insurance** can be transferred to **your** next of kin if they become legally responsible for **your vehicle** and continue to meet the terms and conditions of this policy. **You** must notify **your agent** prior to **us** accepting the transfer.

### c) What happens if Your Vehicle is replaced with a New Vehicle (“new for old”) by the Motor Insurer.

If **your vehicle** is replaced on a “new for old basis” under the terms of **your motor insurance** policy following a **total loss**, **we** will set up a new policy on the replacement vehicle for the same **period of insurance** as **your** original policy at no additional premium. **You** must notify **your agent** prior to **us** accepting the transfer.

### d) Changes to Your Circumstances

**You** must also tell us about any changes to **your** circumstances such as:

- A change of address;
- A change of name (for example, by marriage);
- If **you** change the way that **you** use **your vehicle** (for example, **you** start using it for business purposes);
- If **you** make any modifications to **your vehicle** (For example; any changes to the body of the vehicle like spoilers/skirts, or any enhancements to the engine or suspension. This is not a full list and **you** should refer any modifications to **your agent** prior to carrying out the modification; or
- If **you** change **your** registration number to a private number plate.

This is not a full list and **you** should contact **your agent** if **you** are unsure if **you** should tell **us** about a change in circumstances.

## SECTION 3 – MAKING A CLAIM

**Before you accept any offer or valuation from a motor insurer, you should notify our claims team.**

### Who To Contact

To make a claim, call the claims team at the **Programme Administrator** on **0330 111 3998**. Lines are open between 9am and 5pm Monday to Friday (excluding bank holidays). Alternatively, please send an email to [info@notifyclaim.co.uk](mailto:info@notifyclaim.co.uk) or write to: Virtual Insurance Products Ltd, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR.

### Things You Must Do

**You** must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim or any payment could be reduced.

- All claims must be reported to the claims team as soon as possible and within 90 days of the **total loss** offer. **You** must complete a claim form (in full) and provide, at **your** own expense, any information and assistance that the claims team may require in establishing the amount of any payment under **your** insurance.
- **You** will need to provide supporting documents, which may include:
  - proof of the amount of payment of **your total loss** claim;
  - a copy of **your** original vehicle invoice;
  - a copy of **your motor insurance** policy schedule;
  - details of **your finance agreement/early settlement** amount (if applicable);
  - other relevant documents as requested by **us**.
- If **you** do not report **your** claim as soon as possible and within 90 days of the **total loss** offer and this affects the ability of the claims team to fully assess **your** claim and/or keep **our** losses to a minimum, **your** claim may not be paid or may not be paid in full.
- If **you** would like **us** to supply a **temporary replacement vehicle** you will be required to pay a small security deposit using **your** credit or debit card before your **temporary replacement vehicle** is provided. This will be refunded when **you** return the **temporary replacement vehicle** to the hire company providing the conditions of hire are met. The deposit is taken so that the hire company can charge **you** for additional costs **you** incur whilst using the **temporary replacement vehicle**. For example; any speeding or parking fines **you** receive or for the excess that **you** may have to pay if **you** damage the vehicle.
- The **temporary replacement vehicle** will be provided with some fuel and it is **your** responsibility to replenish the tank to the same level as **you** received it, ready for the hire company to collect (from any UK registered address). Any excess fuel cannot be refunded. **You** will be responsible for any additional, necessary costs that are incurred in delivering or collecting the **temporary replacement vehicle** (e.g., tolls, water crossing).
- **You** will be responsible for any charges for periods of use outside of that agreed under this insurance policy.

### How We Deal With Your Claim

In order to ensure that **you** secure the correct settlement from the motor insurer, the claims team may, with **your** approval, take over the negotiation of **your motor insurance** claim.

### Other Insurance

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers **you** for the same loss or expense, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries.

### Fraudulent Claims or Misleading Information

**We** take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent, deliberately exaggerated, or is intended to mislead, or if any deliberately misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance:

1. **We** will not be liable to pay **your** claim;
2. **We** may recover, from **you**, any sums paid by **us** in respect of the claim; and
3. **We** may, by notice to **you**, treat **your** policy as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** rights under clause 3 above, **we** will not be liable for any loss or claim occurring after the time of the fraudulent act and need not return any of the premiums paid.

## SECTION 4 – WHAT IS COVERED

Following a valid claim, where **your vehicle** is declared a **total loss** by **your motor insurer** or a **third party motor insurer**, we will make a payment that increases the **total loss valuation** of **your vehicle**, including the **battery**, by 25% - up to the maximum **sum insured** as shown on **your Policy Schedule**.

Where the **total loss valuation** exceeds the figure shown in **Glass's Guide Retail Transacted Value** for **your vehicle**, we reserve the right to use the figure shown in **Glass's Guide Retail Transacted Value** at the date of **total loss**, instead of the **total loss valuation** provided by the **motor insurer**.

This payment is in addition to the payment made by **your motor insurer**.

### Additional Benefits:

- We will provide **you** with a **temporary replacement vehicle** for up to 28 days, or until **you** have sourced another vehicle, if this is sooner. Before providing **you** with a **temporary replacement vehicle**, we will require sight of evidence from either the motor insurer, a motor engineer or a competent body repairer who has seen **your vehicle** and confirmed that it is beyond economical repair. If **your vehicle** has been stolen we will require a valid crime reference number.

If for any reason;

- we are unable to provide you with a **temporary replacement vehicle**; or
- **you** are unable to use a **temporary replacement vehicle** due to an injury; or
- **you** don't meet the conditions of hire,

we will subject to the terms of this policy, pay **you** £750 towards **your** travel costs. This will form part of the maximum **sum insured**.

If **your vehicle** is stolen but later recovered in a driveable condition, before 28 days has expired, the period during which a **temporary replacement vehicle** will be provided under this policy will terminate on the date that **your vehicle** is recovered.

- We will pay up to £750 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**.

## SECTION 5 – WHAT IS NOT COVERED

1. Any claim where you have received the benefit of a new vehicle replacement (or a cash equivalent) under **your motor insurance** policy.
2. Any benefit if **you** do not meet the eligibility requirements for this policy (as detailed in the "Important Information" section on page 3 of this Policy Document.)
3. Any claim where **you** have declined an offer to repair **your vehicle** and asked for the claim to be dealt with on a **total loss** basis.
4. Any percentage or monetary amount deducted from the **total loss valuation** because of contributory negligence or due to the condition of **your vehicle**.
5. Any recoverable VAT where **you** are VAT registered or part VAT registered.
6. Any excess deducted from **your motor insurance total loss valuation** above £750 or if the excess is recoverable from a third party.
7. Any claim outside of the **territorial limits**.
8. Any incident resulting in a **total loss** which did not occur in the **territorial limits**.
9. **Your vehicle** if it is on a **contract hire or lease agreement**.
10. **Your vehicle** if it is a **commercial vehicle**.
11. Any loss of use of **your vehicle** or any other direct or indirect losses (such as travel costs or loss of earnings).
12. **Your vehicle** if it is used as an emergency vehicle, for track days, road racing, rallying, pace making, speed testing, any other competitive event, hire (including private hire, taxis and chauffeur), rental purposes or for driving school tuition.
13. **Your vehicle** if it is driven by any person with **your** consent not holding a valid current licence to drive **your vehicle**.
14. If the **total loss** was the result of a theft when **your vehicle** was left unoccupied (that is, nobody inside it), left unlocked, with the windows or roof open or with the keys inside or on it.
15. Any theft or malicious damage claim which is not accompanied by a valid crime reference number.
16. Any **total loss** if the loss or damage to **your vehicle** is caused by an earthquake.
17. Any liability **you** have under an agreement or contract unless **you** would have had that liability anyway.
18. **Your vehicle** if the **total loss** occurred while the person in charge **your vehicle** with **your** consent is convicted of driving under the influence of drink or drugs at the time of an incident, or driving against medical advice.
19. Any vehicle that was not manufactured for, or intended to be sold in, the European Union or United Kingdom.

20. **Your vehicle** if the **total loss** occurred when being driven with **your** consent by any person who is not authorised under **your vehicle's motor insurance** policy.
21. Any costs for a **temporary replacement vehicle** you incur before **your** claim is accepted.
22. Any claim for a **temporary replacement vehicle** where the motor insurer does not agree to pay **your** claim for loss or damage to **your vehicle** under the terms of **your motor insurance policy** following an insured incident.
23. Any claim for a **temporary replacement vehicle** if **your vehicle** is in excess of 3.5t GVW.
24. All fees, fines, fares and fuel relating to the **temporary replacement vehicle** while **you** hire it.
25. Any further hire charges due after;
  - a) The maximum period of hire of 28 days; or if earlier
  - b) The date on which you replace your vehicle following the total loss.
26. Any insurance excess payable in the event of a claim arising out of an accident involving the **temporary replacement vehicle**.
27. Any claim for a **temporary replacement vehicle** which is covered under any other policy, or any claim that would have been covered by another policy, if this **temporary replacement vehicle** extension did not exist.
28. Any claim for a **temporary replacement vehicle** where it is possible to recover the cost of a **temporary replacement vehicle** from a third party.
29. Any claim where a **temporary replacement vehicle** is required outside of England, Wales, Northern Ireland, Mainland Scotland, Channel Islands or Isle of Man..
30. Any loss resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind.
31. Any loss resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. **We** won't pay claims that result from any loss, damage, liability, cost or expense caused deliberately or accidentally by the use of or inability to use any application, software or programme, including any computer virus or any computer related hoax.

## SECTION 6 – CONDITIONS ON THE SUPPLY OF A TOTAL LOSS COURTESY CAR

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1. **You** must agree to **us** trying to recover any **temporary replacement vehicle** hire costs in **your** name and any costs recovered must be paid to **us**.
2. **We** will choose the vehicle hire company and the type of vehicle to be hired.
3. **You** must meet the minimum age and licensing rules of the hire company **we** choose and follow any conditions of hire.
4. **You** will be responsible for paying an excess to the hire company if the **temporary replacement vehicle** is damaged during the hire period.
5. If **you** do replace **your vehicle** before **you** reach the maximum hire period of 28 days then **you** must contact our claims line on 0330 111 3998 immediately to arrange for the collection of **your temporary replacement vehicle**.

## SECTION 7 – CANCELLATION OF THE POLICY

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### Automatic Cancellation

This policy will automatically end on the earliest of the following dates:

- The expiry date shown on **your Policy Schedule**.
- The date **your vehicle** is declared a **total loss**.
- The date **your vehicle** is sold or transferred to a new owner.

### Your Cancellation Rights

**The Cooling off Period** - **You** can cancel **your** policy within 30 days of the **start date** or, if later, 30 days of the date **you** receive this Policy Document. **We** will refund any premiums **you** have paid as long as **you** have not made a claim and do not intend to make a claim.

**You** can also cancel **your** policy at any other time. If **you** have not made a claim and do not intend to make a claim, **you** will be entitled to a portion of **your** premium back for the unexpired **period of insurance**, less an administration charge of £15 payable to **your agent**.

Please contact **your agent** if **you** wish to cancel **your** policy.



## The Insurer's Cancellation Rights

**We** can cancel this insurance by giving **you** 30 days notice in writing. **We** will only do this for a valid reason. Examples of valid reasons are as follows but these are not limited to:

- non-payment of premium, in which case cancellation is effective from the date of the start of the **Period of Insurance** - this has the same effect as if **you** have never had any cover or protection from this Policy;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request;
- threatening or abusive behaviour or the use of threatening or abusive language.

If this Policy is cancelled then, provided a claim or the possibility of a claim has not been notified to **us**, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered.

## SECTION 8 – RENEWING YOUR POLICY

This is an annual renewable insurance policy. **Your agent** will contact **you** before **your** current **period of insurance** ends to ask **you** whether **you** wish to renew **your** policy, and will tell **you** about any changes to the premium or the policy terms and conditions. **You** will also be told if **we** are unable to renew **your** policy.

If **you** do wish to renew **your** policy, **you** will be issued with a new **Policy Schedule** and Policy Document.

If any of **your** personal details have changed, please tell **your agent**.

## SECTION 9 – HOW TO MAKE A COMPLAINT

**Our** aim is to provide **you** with a high quality service at all times, although **we** do appreciate that there may be instances where **you** feel it is necessary to lodge a complaint.

If **you** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

### Step 1:

In the first instance, if **your** complaint does not relate to a claim, please direct it to **your agent**.

If **your** complaint does relate to a claim, please direct it to the **Programme Administrator**:

Virtual Insurance Products Limited,

The Estate Office  
Shadrack  
Berry Pomeroy  
Totnes  
Devon TQ9 6LR  
Tel: 0330 111 3093

Email: [info@insurevip.co.uk](mailto:info@insurevip.co.uk)

### Step 2:

Should **you** remain dissatisfied with the outcome of **your** complaint from **your agent** or the **Programme Administrator**, **your** legal rights are not affected and **you** may refer **your** complaint to Lloyd's. Lloyd's contact information is:

Complaints  
Lloyd's  
One Lime Street  
London EC3M 7HA

Telephone: 020 7327 5693

Fax: 020 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedure are set out in a leaflet "How We Will Handle Your Complaint", which is available at the website address above. Alternatively, **you** may ask Lloyd's for a hard copy.

## Step 3:

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The contact information is:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0800 0234 567

(calls to this number are free from "fixed lines" in England, Wales and Scotland)

Tel: 0300 1239 123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in England, Wales and Scotland).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## SECTION 10 – LEGAL, REGULATORY & OTHER INFORMATION

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, Box 300, Mitcheldean, GL17 1DY.. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk).

### Data Protection Notice

**We** are the data controller (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **your** personal information.

For full details of what data **we** collect about **you**, how **we** use it, who **we** share it with, how long **we** keep it and **your** rights relating to **your** personal data, please refer to **our** Privacy Notice which is available on **our** website

<https://www.archcapgroup.com/privacy-policy/>

If **you** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **your** address and a copy will be sent to **you** in the post.

In summary:

**We** may, as part of **our** agreement with **you** under this contract, collect personal information about **you**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

**We** collect and process **your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to **us** or which process information on **our** behalf (for example, premium collection and claims validation, or for communication purposes related to **your** cover). **We** will ensure that they keep **your** information secure and do not use it for purposes other than those that **we** have specified in **our** Privacy Notice.

Some third parties that process **your** data on **our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

**We** will keep **your** personal information only for as long as **we** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**We** will share **your** information if **we** are required to by law. **We** may share **your** information with enforcement authorities if they ask **us** to, or with a third party in the context of actual or threatened legal proceedings, provided **we** can do so without breaching data protection laws.

If **you** have any concerns about how **your** personal data is being collected and processed, or wish to exercise any of **your** rights detailed in **our** [Privacy Notice](#), please contact:

Group Data Protection Officer

Arch Managing Agency Limited  
5<sup>th</sup> Floor, 60 Great Tower Street  
London EC3R 5AZ  
UK  
[ArchDPO@archcapservices.com](mailto:ArchDPO@archcapservices.com) T + 44 20 7621 4500

## Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Law and Jurisdiction

Unless specifically agreed to the contrary this policy is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

## Sanctions

It is a condition of this insurance, and **you** agree, that the provision of any cover, the payment of any claim and the provision of any benefit shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by **us** would expose **us** to any sanction, prohibition or restriction under any:

- United Nations' resolution(s); or
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as **we** would no longer be exposed to any such sanction, prohibition or restriction.

## Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## The Insurers

Arch Managing Agency Limited.

## Regulatory Details

Arch Managing Agency Limited, which manages Lloyd's Syndicates 2012 and 1955, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm reference number 526140. Registered Office: 5<sup>th</sup> Floor, 60 Great Tower Street London EC3R 5AZ. Registered in England and Wales: No. 06948515. Virtual Insurance Products Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference: 307038.

## SECTION 11 - DEFINITIONS

Whenever the following words or expressions appear in bold in this Policy Document, they have the meaning given below.

**"Agent"** - Pickles & Burns Ltd t/a GAPInsurance.co.uk who arranged this insurance on **your** behalf.

**"Battery"** – A battery used to power the propulsion of electric vehicles.

**"Contract hire or lease agreement"** - An agreement where **you** pay a fixed monthly payment for **your vehicle** but do not own the vehicle.

**"Commercial vehicle"** - A vehicle designed and constructed for the purpose of carrying goods or passengers and intended to be used for business purposes.

**"Glass's Guide Retail Transacted Value"** - An independent vehicle value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing values relating to vehicles. Their retail transacted value is based on the typical sale price achieved by a retail dealer. If **your vehicle** is not shown in Glass's Guide, **we** will use the average retail value of three similar vehicles by reference to Glass's Guide, other trade publications or the internet.

**"Motor Insurance"** A fully comprehensive insurance policy for **your vehicle** used by **you** and/or **named drivers**.

**"Named Driver(s)"** - means drivers in addition to **you** who are permitted to drive under the terms of the **motor insurance** for **your vehicle**.

**"Period of insurance"** - The period stated on **your Policy Schedule**.

**"Policy Schedule"** - The document that names **you** as the policyholder. **We** will replace **your Policy Schedule** whenever **you** make any changes to the policy.

**"Programme Administrator"** Virtual Insurance Products Limited.

**"Start date"** - The date the insurance cover commences as shown on **your Policy Schedule**.

**“Sum insured”** - The maximum amount that **we** will pay following a claim under this insurance, as shown on **your Policy Schedule**.

**“Temporary Replacement Vehicle”** - A vehicle which is provided to **you** on a temporary basis in the event of a claim under this policy. The **temporary replacement vehicle** will be up to a 2.0 litre engine and the actual make and model will be decided by the hire company.

**“Territorial limits”** - England, Scotland, Wales, Northern Ireland, the Channel Islands, any other country that is a member of the E.U. and any other country shown on an International Motor Insurance Card.

**“Third Party Motor Insurer”** - A company whom **you**, or parties acting on **your** behalf, make a claim against following a non-fault motor claim, for the same entitlement as **you** would benefit from under **your own motor insurance**.

**“Total loss”** - Where **you** have submitted a valid claim under a **motor insurance** policy and the motor insurer declares that **your vehicle** is beyond economic repair resulting in a payment being made.

**“Total loss valuation”** - The value of **your vehicle** at the **date of the incident** that caused **your vehicle** to be declared a **total loss**. This will exclude any contents or any compensation for third party claims, personal injury, vehicle rental charges or any other out-of-pocket expenses as assessed by the insurer of the motor insurance policy.

**“We, us, our”** – means Arch Managing Agency Limited.

**“You, your”** - The individual or company specified on the **Policy Schedule** who/which has applied for this insurance and paid the appropriate premium.

**“Your vehicle”** - The vehicle specified on the **Policy Schedule** being a car.