



REPLACEMENT 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** Replacement Guaranteed Asset Protection (GAP) insurance policy.

This insurance is designed to protect **you** from financial loss if **your vehicle** is written off (or not recovered following a theft) and not replaced by a motor insurer 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**.

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. This policy has been underwritten by Arch Insurance (UK) Limited (referred to as “**we**”, “**us**” or “**our**” in this Policy Document).

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

This Policy Document, **your Policy Schedule**, and any endorsements are issued to **you** by your **agent** on behalf of the **Programme Administrator**. In exchange for **you** 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 Insurance (UK) Limited.



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 first registered keeper of the vehicle.
3. **Your vehicle** is under 90 days old at the **start date** of this policy.
4. **Your vehicle** must not be on a **Lease/Contract Hire Agreement**.
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 **purchase price** of **your vehicle** is over £5,000 and is under £50,000 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 or make changes to **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:

- Disclose all material facts which **you** know or ought to know.
- Make the disclosure in a reasonably clear and accessible way; and
- 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:

- 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;
- 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 the 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@notifyaclaim.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 which 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 a motor insurer **we** will pay up to the **sum insured** the difference between the motor insurer's **total loss valuation** and the greater of:

- a) The cost of a **replacement vehicle**; or
- b) The original **purchase price** of **your vehicle**; or
- c) The **early settlement amount** that you owe under **your finance agreement**.

Please Note: If you purchased your vehicle under a finance agreement with the dealer, we will only pay the element of the outstanding balance that relates directly to the price of your vehicle. See the definition of "Early settlement amount" in section 10, Definitions.

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**.
- **We** will pay up to £300 towards any vehicle modifications required for mobility purposes. This will form part of the maximum **sum insured**.
- Where **your** claim relates to the **early settlement amount** that **you** owe under **your finance agreement** **we** will cover **negative equity** within the **early settlement amount** up to the maximum shown in **your Policy Schedule** and subject to **you** paying the additional premium for this benefit. This will form part of the maximum **sum insured**.
- If **your vehicle** is an electric vehicle for which the **battery** is subject to a **lease/contract hire agreement** **we** will pay the shortfall between the motor insurer's **total loss** settlement of the **battery** and the **early termination charge** that **you** owe **your lease company**. This will form part of the maximum **sum insured**.

SECTION 5 – WHAT IS NOT COVERED

1. Any claim where you have the option to receive **new vehicle provision** under the terms of **your motor insurance policy** in respect of the **total loss** of **your insured vehicle**.
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. Additional costs within the **early settlement amount** for anything other than the **purchase price** of **your vehicle**.
4. 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.

5. Any percentage or monetary amount deducted from the **total loss valuation** because of contributory negligence or due to the condition of **your vehicle**.
6. Any recoverable VAT where **you** are VAT registered or part VAT registered.
7. Any excess deducted from **your motor insurance total loss valuation** above £750 or if the excess is recoverable from a third party.
8. Any claim outside of the **territorial limits**.
9. Any loss of use of **your vehicle** or any other direct or indirect losses (such as travel costs or loss of earnings).
10. **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.
11. **Your vehicle** if it is driven by any person with **your** consent not holding a valid current licence to drive **your vehicle**.
12. If the **total loss** was the result of a theft when **your vehicle** was left unoccupied (that is, nobody is inside it) and is left unlocked, with the windows or roof open or with the keys inside or on it.
13. Any theft or malicious damage claim which is not accompanied by a valid crime reference number.
14. Any **total loss** if the loss or damage to **your vehicle** is caused by an earthquake.
15. Any liability **you** have under an agreement or contract unless **you** would have had that liability anyway.
16. **Your vehicle** if the **total loss** occurred while the person in charge of **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.
17. Any vehicle that was not manufactured for, or intended to be sold in, the European Union or United Kingdom.
18. Any vehicle that **you** purchased from a non-VAT registered supplier.
19. **Your vehicle** if it is used for hire or rental purposes.
20. Any **negative equity** above the amount shown in **your Policy Schedule**.
21. The **salvage value** of **your vehicle** if **you** are not required to transfer the ownership to a motor insurer.
22. **Your vehicle** if the **total loss** occurred when being driven with **your** consent by any person who is not authorised under **your vehicles motor insurance** policy.
23. Any costs for a **temporary replacement vehicle** **you** incur before **your** claim is accepted.
24. 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.
25. Any claim for a **temporary replacement vehicle** if **your vehicle** is in excess of 3.5t GVW.
26. All fees, fines, fares and fuel relating to the **temporary replacement vehicle** while **you** hire it.
27. 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**.
28. Any insurance excess payable in the event of a claim arising out of an accident involving the **temporary replacement vehicle**.
29. 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.
30. Any claim for a **temporary replacement vehicle** where it is possible to recover the cost of a **temporary replacement vehicle** from a third party.
31. Any claim where a **temporary replacement vehicle** is required outside of England, Wales, Northern Ireland, Mainland Scotland, Channel Islands or Isle of Man.
32. 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.
33. 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.
34. **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

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

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 policy is non-renewable.

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 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**. **Your agent** will redirect **your** complaint to **us** if necessary.

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

The **Programme Administrator** will try to resolve **your** complaint by close of business on the third working day following receipt. If the **Programme Administrator** cannot resolve **your** complaint, they will send the complaint to **us** and **we** will investigate the matter further and provide a final response within 8 weeks, although **we** do aim to respond as quickly as possible.

Step 2:

If **we** have not resolved **your** complaint within 8 weeks or **you** are not satisfied with **our** final response, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. **You** must do this within six months of receiving **our** final response letter. Contact details for the Financial Ombudsman Service are:

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

Website: www.financial-ombudsman.org.uk

Following this complaints procedure does not affect **your** right to take legal action.

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, PO Box 300, Mitcheldean, GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk.

Data Protection Notice

Arch Insurance (UK) Limited ("Arch") is committed to safeguarding the privacy and security of all personal information held by **us**. This notice explains who **we** are, the types of personal information **we** hold, how and why **we** use it, who **we** share it with, how long **we** keep it and **your** data protection rights. Further details can be found within **our** full privacy notice which is available on **our** group website www.archcapgroup.com/privacy.

Who we are

Arch is part of the Arch Capital Group Ltd. group of companies and is registered with the Information Commissioner's Office, registration number Z2421416. Arch is the Data Controller of the information **you** provide to **us** for the products and services **we** provide to **you**.

Further information about Arch can be found at **our** website listed above.

What personal information we collect about you

We will collect personal information which may include **your** name, telephone number, email address, postal address, occupation, date of birth, prior insurance history (including previous claims), details of the insurance product or service **you** wish to use and payment details (including bank account number and sort code). **We** may collect credit and anti-fraud information such as **your** credit history.

We may also need to request and collect sensitive personal information about **you**, such as details of relevant criminal offences and convictions or **your** medical history. **We** will only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided.

How and why we use your personal information

We will use **your** personal information to:

- Provide quotations and set up **your** policy.
- Manage **your** policy and provide the products or services **you** have requested.
- Process claims, including the defence or prosecution of legal claims, and to investigate and prevent fraud.
- Develop new products and services.
- Undertake statistical analysis.

We may process **your** personal information for the following reasons:

- For the purpose of managing **your** insurance and any claims **you** make.
- It is necessary to meet the terms of an insurance contract with **you** or a third party on **your** behalf.
- It is necessary to meet an obligation **we** have by law.
- It is in **our** or a third party's legitimate interest, such as to prevent and detect fraud, performing data analytics for risk modelling purposes and for any sale, merger or takeover of all or part of Arch.

How we collect your personal information

We may collect information about **you** from various sources, including:

- **You** or a representative such as a family member, **your** insurance broker or employer.
- Other insurance companies or their representatives.
- Credit reference agencies.
- Anti-fraud databases or sanctions lists providers.
- Government agencies such as HM Revenue & Customs and the Driver and Vehicle Licensing Agency.
- Publicly available sources such as court judgments and electoral registers.
- Third-party service providers (such as a loss adjustor) or any third parties involved with a claim.

Who do we share your personal information with?

We may share **your** information with:

- Third parties who help **us** deliver **our** products and services to **you**. This can include claims handlers, loss adjustors, legal representatives and data-storage providers.
- **Your** insurance agent/broker.
- Other insurers and reinsurers.
- Credit reference bureaus and other financial firms involved in any financial payments.
- National anti-fraud databases and fraud prevention agencies including the Claims and Underwriting Exchange and the Motor Insurers Anti-Fraud and Theft Register.
- Auditors, regulators, police or law enforcement bodies and statutory or regulatory authorities, including but not limited to the Employer's Liability Tracing Office and the Motor Insurers' Bureau
- Companies within the Arch Capital Group Ltd group of companies to help deliver **our** products and services.

When **We** use third parties to deliver **our** products and services, **your** personal information will only be used for the provision and administration of the services provided to **you**. **We** require third parties to take all steps which are reasonably necessary to ensure that **your** data is treated securely and in accordance with this notice.

The data **we** collect about **you** may be transferred to, and stored at, a destination outside of the United Kingdom ("UK") or the European Economic Area ("EEA"). **We** will ensure that such transfers of personal information are protected by appropriate contractual clauses and that the transfer of information complies with all relevant data protection laws.

How long we keep your personal information for

We will not keep **your** personal information for any longer than is necessary for the purpose for which it was provided, unless **we** are required to by law.

We will normally keep information for at least seven years after the termination or cancellation of a product, contract or service that **we** provide. In certain cases, **we** will keep **your** information for longer, particularly for types of insurance for which a claim could potentially be made by **you** or a third party at a future date, even after **your** contract with **us** has ended.

Your rights relating to your personal information

Under data protection law **you** have several data protection rights. These include the right to request a copy of **your** personal information, request to have **your** information updated or corrected, request to have **your** information deleted (right to be forgotten), object to how **we** are using **your** information (including our legitimate interests mentioned above), or request to have **your** information sent directly to a third party.

These rights may not apply in all cases or there might be restrictions to how these apply. If **you** wish to exercise any of **your** rights, please contact **our** Data Protection Officer whose contact details are below.

If **you** have any concerns about how **we** may use or have used **your** personal information, please contact **us** and **we** will try to resolve **your** concerns. **You** may also contact the UK Data Protection Regulator - the Information Commissioner's Office, whose details can be found on their website www.ico.org.uk.

How to contact us

You can contact **us** for any data protection queries by email: DPO@archinsurance.com or by writing to The Data Protection Officer, 4th Floor, 10 Fenchurch Avenue, London, EC3M 5BN.

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 Insurance (UK) Limited.

Regulatory Details

Arch Insurance (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm reference number 229887. Registered Office: 4th Floor, 10 Fenchurch Avenue, London EC3M 5BN. Registered in England and Wales: No. 04977362. 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.

"Date of the incident" - The date of the incident which resulted in the **total loss** of **your vehicle**.

"Early settlement amount" - The amount required at the date of the **total loss** to settle the element of **your finance agreement**, excluding any excess mileage charges, that relates to the **purchase price**. (N.B. If **you** borrowed more than the **purchase price** on the **finance agreement**, **you** will still have an outstanding balance after **we** have settled **your** claim. For example, **you** may have borrowed to pay for insurance premiums, road fund licence, new vehicle registration fee, fuel, paintwork and/or upholstery protection kits and **we** would not pay any outstanding balance relating to such items).

"Early termination charge" - The amount due to **your** lease 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 and recoverable VAT.

"Finance Agreement" – **You** have taken out a credit agreement in the form of a Bank Loan, Credit Card, Hire Purchase (HP), Personal Contract Purchase (PCP) or Lease Purchase to fund the purchase of **your vehicle**.

"Lease/Contract Hire Agreement" - The rental agreement between **you** and the leasing company. The leasing company remains the owner of the vehicle and/or the **battery** during the term of **your** rental agreement with no option for **you** to own **your vehicle**.

"Motor Insurance" - A comprehensive motor 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**.

"Negative equity" - Any finance carried over from a previous vehicle or **finance agreement**.

"New Vehicle Provision" - means where **you** are eligible for a new vehicle under the terms of **your motor insurance** Policy in the event of a **total loss**.

"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.

"Purchase price" - The price paid by **you** for **your vehicle** (including all factory fitted accessories, delivery for a new vehicle and up to a maximum of £1,500 for dealer fitted accessories) after any discount given including any government grants, finance deposit allowances and/or dealer contributions. The purchase price does NOT include the cost of road fund licence, new vehicle registration fees, number plates, fuel, paintwork and/or upholstery protection kits, service plans, insurance premiums (including the premium for this policy), warranty premiums/charges, any arrears or any finance carried over from a previous finance agreement.

"Replacement Vehicle" - means the cost of a replacement new vehicle of the same make, model and derivative as **your vehicle** (including all factory fitted accessories, delivery for a new vehicle and up to a maximum of £1,500 for dealer fitted accessories) after any discount given including any government grants finance deposit allowances and/or dealer contributions. The replacement vehicle cost does NOT include the cost of road fund licence, new vehicle registration fee, fuel, paintwork and/or upholstery protection kits, service plans insurance premiums (including this premium), warranty premiums, any arrears or any finance carried over from a previous finance agreement. If **your vehicle** model is no longer available, then the price of the nearest equivalent vehicle will be used. **We** will decide on what the nearest equivalent vehicle will be.

"Salvage Value" - Any deduction made under **your motor insurance** policy for **you** to retain the salvage of **your vehicle**.

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

"Sum insured" - The maximum amount that can be claimed in total during a **period of insurance** as stated 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 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.

"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, or has been stolen and not recovered, resulting in a payment being made.

"Total loss valuation" - The value of **your vehicle** at the **date of the incident** which 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 Insurance (UK) 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 and having a maximum **purchase price** of £50,000 and a minimum **purchase price** of £5,000.