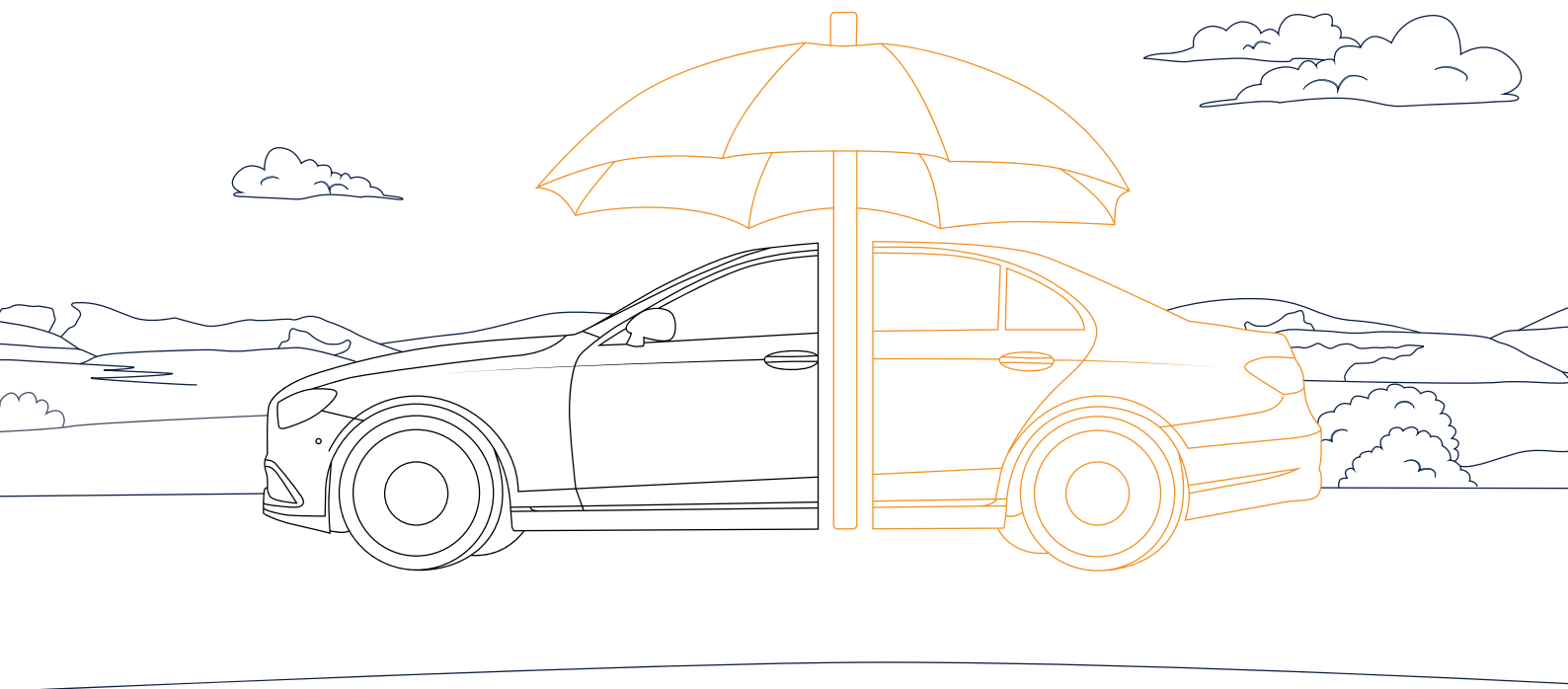


# COMBINED RTI GAP COVER

POLICY DOCUMENT



### ABOUT YOUR INSURANCE

#### WELCOME TO YOUR PING INSURE GAP COMBINED RETURN TO INVOICE GAP INSURANCE POLICY.

This insurance was arranged by Ping Insure Limited and is underwritten by Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

Ping Insure Limited is an appointed representative of CBS AR Limited and regulated by the Financial Conduct Authority, Firm Reference No. 815365

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG. Registered Office: Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein. The Insurer is authorised and regulated by the Liechtenstein Financial Market Authority and is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. <https://register.fca.org.uk/> or by calling them on 0800 111 6768.

As Ping Insure Limited acts as agent for the **Insurer**, monies paid to (or held by) Ping Insure Limited in relation to the insurance contract are treated as having been paid to (or held by) the **Insurer**.

**Your** insurance is for either 12,24,36, 48 or 60 months depending on the duration selected and shown on **Your Policy Schedule**. **Your** policy **Start Date** and **Your** period of insurance is shown on **Your Policy Schedule**.

Understanding **Your** Policy: Please read this policy carefully and make sure **You** understand fully and comply with its terms and conditions. Failure to do so may jeopardise the payment of any claim which might arise and could lead to the policy becoming void. All insurance documents and all communication with **You** about this policy will be in English.

The Insurance Contract: This Policy Document and **Your Policy Schedule** are **Your** insurance documents and together they make up the contract between **You** and **Us**. It is important that **You** read this Policy Document carefully along with **Your Policy Schedule** so **You** can be sure of the cover provided and to check that it meets **Your** needs.

This policy will not be in force unless the correct **Premium** has been received and it has been agreed by an authorised official of the Insurer and confirmation sent to **You** with the **Policy Schedule**. The policy contains details of the Insurance cover **You** have bought, what is excluded from cover and the terms and conditions of this Insurance.

### ELIGIBILITY CRITERIA

1. If **You** are a private individual or a sole trader, **You** will be eligible for this insurance cover if **You**:

- Are at least 21 years of age at the **Start Date**,
- Only allow individuals 21 years of age and over to drive the **Vehicle**.
- Are resident in the United Kingdom, the Channel Islands or the Isle of Man on the **Start Date** and remain so throughout the period during which **You** are insured under this policy,
- Purchased **Your Vehicle** with either **Your** own monies or, if relevant, with monies advanced under a **Finance Agreement**,
- Have paid the **Premium** and agreed to comply with the terms and conditions of this policy, and
- Have in place for **Your Vehicle** a fully comprehensive **Vehicle insurance policy**, issued by an authorised UK **Vehicle Insurer**, and which is maintained in force in **Your** name throughout the period for which **You** are insured under this policy. (We do not cover **Vehicles** with a motor traders insurance policy in place)

2. If **You** are a partnership, limited company or other legal entity, **You** will be eligible for this insurance cover if **You**:

- Are at least 21 years of age at the **Start Date**,
- Only allow individuals 21 years of age and over to drive the **Vehicle**.
- Are permanently situated, and in the case of a limited company registered, in the United Kingdom, the Channel Islands or the Isle of Man on the **Start Date**,
- Purchased **Your Vehicle** with either **Your** own monies or, if relevant, with monies advanced under a **Finance Agreement**
- Have paid the **Premium** and agreed to comply with the terms and conditions of this policy, and
- Have in place for **Your Vehicle** a fully comprehensive **Vehicle insurance policy**, issued by an authorised UK **Vehicle Insurer**, and which is maintained in force in **Your** name throughout the period for which **You** are insured under this policy. (We do not cover **Vehicles** with a motor traders insurance policy in place)

### 3. Vehicle

- **Your Vehicle** must be a maximum of 10 years old at the **Start Date** of this policy
- **Your Vehicle** must have completed less than 100,000 miles at the **Start Date** of this policy
- The value of **Your Vehicle** is equal to or less than £75,000.00.
- Maximum monthly rental amount on **Your Contract Hire/Lease Agreement** is equal to or less than £1,000.00
- This policy must be purchased within 180 days of the date **You** took ownership of **Your Vehicle** to be eligible for cover from a VAT Registered Dealership or internet Broker.
- **Your Vehicle** is not on the list of excluded **Vehicle** list or used for any excludes use as shown within the "What is not covered" section of this wording.

We will not provide any cover if **You** do not meet these eligibility requirements. Please contact the **Administrator** as soon as possible if **You** are not eligible for this insurance, if a change in circumstances means that **You** no longer meet these eligibility requirements, or if **You** have any queries. Their contact details within the definitions of this document.

### DEFINITIONS

#### Active War

**Your** active participation in a **War** where **You** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

#### Administrator

Ping Insure Limited, Digital Media Centre,  
County Way, Barnsley, S70 2JW,  
Email: customerservices@pinginsure.co.uk

#### Claims Administrator

MB&G Insurance Services Limited, Cobalt Business Centre, Cobalt Park Way, Newcastle, NE28 9NZ

#### Claims limit

The maximum amount that **We** will pay following a claim under this insurance, as shown on **Your Policy Schedule**.

#### Commercial Vehicle

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

#### Contract Hire/Lease Agreement

The **Contract Hire/Lease Agreement** between **You** and the **Lease Company** relating to the **Vehicle**.

#### Contract Hire/Lease Early Settlement Amount

The amount required at the **Date of Total Loss** to settle the **Contract Hire/Lease Agreement**, excluding any amount carried over from a previous **Contract Hire/Lease Agreement** or **Finance Agreement**, any insurance **Premiums**, additional interest charges, discounts, incentives and cashbacks, arrears, title discharge fees, and any other financed amount not specifically relating to the **Vehicle**.

#### Contributory Negligence

The failure by **You** to act carefully or thoughtfully and which, in the opinion of a **Vehicle Insurer**, contributed to the damage to **Your Vehicle** resulting in a **Total Loss**. Examples of failing to act carefully or thoughtfully include driving carelessly or driving without using a seatbelt.

#### Date of Total Loss

The date of the theft, fire, or damage sustained as a result of an accident, malicious damage or flood, which gives rise to **Your** claim for the **Total Loss of Your Vehicle**.

#### Early settlement amount

The amount required at the **Date of Total Loss** to settle the **Finance Agreement**, excluding any amount carried over from a previous **Finance Agreement**, any insurance **Premiums**, additional interest charges, discounts, incentives and cashbacks, arrears, title discharge fees, and any other financed amount not specifically relating to the **Vehicle**.

#### End Date

The date this insurance cover ends, in accordance with the section "When cover under this policy ends" of this Policy Document.

#### Excess

The first amount of any claim which **You** must pay under **Your Vehicle Insurance Policy** if **Your Vehicle** is lost, stolen or damaged.

### Finance Agreement

The credit agreement between **You** and the **Finance Company** relating to the **Vehicle**.

### Finance Company

An authorised United Kingdom **Finance Company** with which **You** have entered into the **Finance Agreement**.

### Glass's Guide

An independent **Vehicle** value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing values relating to **Vehicle**. Their retail transacted value is based on the typical sale price achieved by a retail dealer.

### Invoice Price

The purchase price paid for the **Vehicle** including delivery and factory fitted options for a new **Vehicle**, and dealer fitted options on the same sales invoice but excluding any deposit allowances, discounts, rebates, contributions, insurance **premiums**, new **Vehicle** registration fees, road tax, number plates, warranty costs, fuel, paintwork protection applications, other extras, arrears and any amount related to the finance of any other **Vehicle** which may be consolidated onto the **Finance Agreement** in any way.

### Lease Company

An authorised United Kingdom **Lease Company** with which **You** have entered into the **Contract Hire/Lease Agreement**.

### Market Value

The retail value of the **Vehicle** shown in the current **Glass's Guide** or other similar industry approved retail value guide.

### Nuclear Risks

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### Policy Schedule

The document issued to **You** with this Policy Document containing **Your** personal information, details of **Your Vehicle**, and specific details of **Your** insurance cover.

### Premium

The single payment that **You** have agreed to pay **Us** in respect of insurance cover under this policy.

### Start Date

The date the insurance cover commences as shown on **Your Policy Schedule**.

### Territorial Limits

The United Kingdom, the Channel Islands and the Isle of Man. The vehicle is also covered for a maximum of 90 days in any 12 months of cover within Europe.

### Terrorism

An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Total loss

Where **You** have submitted a valid claim to a **Vehicle Insurer** who has paid **You** a **Vehicle Insurance Settlement** after declaring that **Your Vehicle** is beyond economic repair following fire, theft, or damage sustained as a result of an accident, malicious damage or flood.

### Vehicle

The **Vehicle** specified on **Your Policy Schedule**, being any eligible **Vehicle**:

- (a) Purchased by **You** via:-
  - a. **Finance Agreement** (PCP/HP Agreement)
  - b. Personal Loan
  - c. Cash
- (b) Hired to **You** under a **Contract Hire/Lease Agreement**

### Vehicle Insurance Policy

A fully comprehensive **Vehicle** insurance policy, issued by an authorised UK **Vehicle Insurer**, maintained in force in **Your** name throughout the period for which **You** are insured under this policy, or a third-party **Vehicle insurance policy**

### Vehicle Insurance Settlement

The money **You** receive under the **Vehicle insurance policy** following a **Total Loss** claim.

### Vehicle Insurer

An authorised motor insurance company that issued **You** with a **Vehicle insurance Policy** or a third-party authorised UK motor insurance company.

### War

Means:: (a) **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 assuming the proportions of, or amounting to, an uprising, military or usurped power, or (b) Any act of **Terrorism**, or (c) Any act of **War** or **Terrorism** involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

### We, Us, Our

means Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

### You, Your

Either: means a private individual or a sole trader who fulfils the eligibility requirements under 'Eligibility' of this Policy Document and whose name appears as the insured on the **Policy Schedule**, or

A partnership which, in the name of at least one partner, appears as the insured on the **Policy Schedule**, providing the partner is at least 21 years of age at the **Start Date**, and the partnership fulfils the eligibility requirements under 'Eligibility' of this Policy Document, or

A limited company or other legal entity which is eligible for cover under 'Eligibility' of this policy document and whose name appears as the insured on the **Policy Schedule**.

## WHAT IS COVERED

### The Benefit Payable Under This Policy

In the event of **Your Vehicle** being declared a **Total Loss** following a fire, theft, or damage sustained as a result of an accident, malicious damage or flood occurring after the **Start Date** and before the **End**

**Date**, and following **You** making a valid claim with **Your Vehicle Insurer**, this Gap Insurance policy will pay the difference between either the **Vehicle Insurance Settlement** at the point of **Total Loss** and the **Invoice Price** paid for **Your Vehicle**.

or

If **You** purchased **Your Vehicle** under a **Finance Agreement** (except where the policy is transferred) or rented **Your Vehicle** via a **Contract Hire/Lease Agreement** or **Finance Agreement** and the **Contract Hire/Lease Early Settlement Amount** or **Early Settlement Amount** at the point of **Total Loss** is greater than the original **Invoice Price**, this Insurance will pay the difference between the **Vehicle Insurance Settlement** and the **Contract Hire/Lease Early Settlement Amount** or **Early Settlement Amount**. Cover will include up to a maximum of £500 of **Your Vehicle insurance policy Excess**. The maximum amount **We** will pay is restricted to the claim limit shown in **Your Policy Schedule**.

The benefit under this policy will be paid to **You** where the **Vehicle** is not subject to a **Contract Hire/Lease Agreement** or **Finance Agreement**. Where the **Vehicle** is subject to a **Contract Hire/Lease Agreement** or **Finance Agreement** the benefit will be paid to the **Finance Company**.

### Deductions From The Benefit Payable Under This Policy

**We** will deduct from the benefit payment:

- Any **Excess** deducted under **Your Vehicle Insurance** policy above £500,
- The salvage value of the **Vehicle** where **You** are not required to transfer ownership of the **Vehicle** to the **Vehicle Insurer**,
- Any **Premium** **You** owe to the **Vehicle Insurer** for the **Vehicle Insurance Policy**,
- percentage or monetary amount deducted from the **Vehicle Insurer's** valuation of **Your Vehicle** at the date of the incident which caused **Your Vehicle** to be declared a **Total Loss** because of **Contributory Negligence** or due to the condition of **Your Vehicle**,
- Any **Premium** that has not been paid to **Us**, and
- The VAT content of any claim if **You** are VAT registered.

If **Your Vehicle** is subject to a **Contract Hire/Lease Agreement** or **Finance Agreement** and the **Early Settlement Amount** is greater than the **Invoice Price**, **We** will deduct from the benefit payment any amount included in the **Early Settlement Amount** relating to:

- Any arrears, and any interest payable on those arrears, under the terms of the **Contract Hire/Lease Agreement** or **Finance Agreement**.
- Any amount due under the **Contract Hire/Lease Agreement** or **Finance Agreement** not relating directly to the **Market Value** of the **Vehicle** at the time of purchase. (This policy only covers the part of the **Contract Hire/Lease Agreement** or **Finance Agreement** relating to the **Vehicle** itself. All other elements of the **Contract Hire/Lease Agreement** or **Finance Agreement** and its related interest charges are excluded.)
- Any amount due under the **Contract Hire/Lease Agreement** or **Finance Agreement** relating to, insurance or Warranty, and any interest payable thereon.

### WHAT IS NOT COVERED

- The benefit will not be paid for a **Total Loss** of the **Vehicle** if:
  - It is used as an emergency or military **Vehicle**, courier or delivery **Vehicle**, invalid carrier or driving instruction **Vehicle**.
  - It is used for hire or reward of any nature, or as a taxi.
  - Non-UK specification **Vehicle** or not built primarily for sale

in the UK, or is classed as a grey import, kit car, bus, coach, commercial **Vehicle** weighing more than 3.5 tonnes, truck, heavy goods **Vehicle** or static caravan.

- It is used for road racing, rallying, pace-making, speed testing or any other competitive event.
  - It has been modified other than in accordance with the manufacturer's specifications, or
- The benefit will not be paid if the **Total Loss**:
    - Is caused when the **Vehicle** is driven, with **Your** consent, by someone who does not hold a valid driving licence or is in breach of the conditions of that driving licence.
    - Occurred while the person in charge of the **Vehicle** is convicted of driving under the influence of drink or drugs at the time of an incident or driving against medical advice.
    - Results from an accident, theft, act of vandalism or flood outside the United Kingdom, the Channel Islands or the Isle of Man where the **Vehicle** has been driven for more than 90 days outside the United Kingdom, the Channel Islands or the Isle of Man in the 12 months immediately preceding the **Total Loss**.
    - Results from any intentional act carried out by **You**.
  - The benefit will not be paid if:
    - You** do not meet the eligibility requirements for this policy as shown within the "Eligibility Criteria" section of this document.
    - You** do not have a **Vehicle** insurance policy in place from the **Start Date** until the date of **Total Loss**.
    - Your** claim under a **Vehicle** insurance policy is declined and **You** have not received the **Vehicle Insurance Settlement**, or
    - The **Vehicle** is owned by a garage, **Vehicle** trader or any other associated **Vehicle** trade company.
  - If **You** decline the offer of a replacement **Vehicle** under the terms of **Your Vehicle** insurance policy, then **We** will pay **Your** claim based on the value of the replacement **Vehicle** according to **Glass's Guide** retail value and not the settlement figure offered by **Your Vehicle Insurer** policy in lieu of the replacement **Vehicle**.
  - Any claim or loss caused by **You** taking part (either directly or indirectly) in a crime.
  - Any claim where the **Vehicle Insurer** has offered to repair **Your Vehicle**, but **You** have instead requested the claim to be dealt with on a **Total Loss** basis.
  - Any loss of use of the **Vehicle** or any other direct or indirect losses (such as travel costs or loss of earnings).
  - Any liability for death or bodily injury or damage to any person, damage to property or any other losses or expenses arising from the event that results in the **Total Loss** of the **Vehicle**.
  - Any claim arising directly or indirectly from, **War** or acts of **Terrorism** or **You** engaging in active **War** or nuclear risks.
  - For electric or hybrid **Vehicles**, where the battery is on lease, this policy would not cover any costs associated with the battery.
  - Excluded **Vehicles**:- All BMW's (Excluding Mini's), Aston Martin, Bentley, Bristol, Bugatti, Cadillac, Corvette, Ferrari, Hummer, Lamborghini, Landrovers (Including Range Rovers) over £50,000, Lotus, Maserati, McLaren, Mitsubishi Evolution, Motorhomes, Noble and Rolls Royce,

### MAKING A CLAIM

#### Who To Contact

To make a **Claim**, within 60 days of the incident, **You** should complete the online claim form at [www.mbginsurance.co.uk](http://www.mbginsurance.co.uk)

Completing the claim form will provide **Us** with all of the necessary information that **We** require in order to quickly process **Your** claim. Please note that failure to provide all information at this point may mean that **We** will not be able to process **Your** claim.



Alternatively, **You** may contact the **Claims Administrator** during office hours: 9am - 5pm Monday - Friday on (0191) 258 8127

### Alternatively, please write to:

Mechanical Breakdown & General Insurance Services Ltd Cobalt Business Exchange Cobalt Park Way Newcastle NE28 9NZ

**PLEASE NOTE** It is a condition of this insurance that **You** must not accept any settlement offer or valuation from a motor **Insurer** without first contacting the claims administrator.

If **You** accept the **Vehicle Insurer** settlement offer without the **Claims Administrators** agreement, **We** reserve the right to contact **Your Vehicle Insurer** in **Your** name to access the offer of settlement, and where necessary, seek settlement in-line with the **Market Value** at the time of the incident that lead to **Your Vehicle** being declared a **Total Loss**

### Claims Conditions

**You** must comply with the following conditions. If **You** fail to do so, and this affects the ability of the **Claims Administrator** to fully assess **Your** claim or keep **Our** losses to a minimum, **We** may not pay **Your** claim, or any payment could be reduced.

- 1) Before **You** accept any offer or valuation from a **Vehicle Insurer**, **You** must contact the **Claims Administrator**, if **You** accept an offer from your **Vehicle Insurer**, without the **Claims Administrator** agreement, **We** may reduce the amount of the GAP claims payment. All claims must be reported to the **Claims Administrator** as soon as possible but in any event within 60 days of the incident giving rise to the claim. **You** must provide, at **Your** own expense, any information and assistance which the **Claims Administrator** may require in establishing the amount of any payment under **Your insurance**.
- 3) **You** will need to provide the following supporting documents:
  - a) Proof of the amount of payment of **Your Total Loss** claim and the terms on which the **Vehicle Insurance Settlement** was made,
  - b) A copy of **Your Vehicle** insurance **Policy Schedule**,
  - c) The original sales invoice relating to the **Vehicle**,
  - d) Details any **Your Finance Agreement/Early Settlement Amount**.

### 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.

### Subrogation

**We** may, at **Our** discretion, take any steps at **Our** cost in **Your** name against any person, including but not limited to **Your Vehicle Insurer**, to recover any money paid in settlement of **Your** claim. **You** must give **Us** all the assistance that is necessary.

### WHEN COVER UNDER THE POLICY ENDS

This policy will terminate on the **End Date** which will be the earliest of the following dates:

- Where the **Finance Company** is the owner of the **Vehicle**, the date on which the **Vehicle** is repossessed by the **Finance Company**.
- The date on which benefit is paid under this insurance policy.
- The date on which **You** or **We** cancel **Your policy**.
- The date the **Vehicle** is sold by **You** to another party.
- The date on which **You** do not pay the **Premium** when it is due.
- The date on which **You** cease to have a **Vehicle Insurance Policy**

in place covering **Your Vehicle**.

### Transferring Your Policy

**Your** policy is only transferable in the following circumstances: -

- If, in the event of a **Total Loss Your Vehicle Insurer** replaces **Your Vehicle** with one of the same make, model and specification, **We** will provide a new policy for this **Vehicle** for the remainder of the period of, and providing the same cover as was provided under, **Your** original policy.
- In the event of **Your** death within the period of this policy the remaining benefit of this insurance may be transferred to **Your** spouse or partner.

If **You** sell or change **Your Vehicle**, provided that no claim has been made under this insurance, **You** may transfer this policy to an eligible replacement **Vehicle**.

**You** can make amends to your policy by: -

- Login into **Your** Ping Insure account online and selecting the amend required.
- Contacting our customer service team by email [customerservices@pinginsure.co.uk](mailto:customerservices@pinginsure.co.uk)

Any administration fee plus any additional premium payable will need to be paid prior to any amends being agreed.

**We** are unable to transfer **Your** policy to another person. Unless this is due to death

### CANCELLATION OF THE POLICY

#### Your Cancellation Rights

**You** can cancel **Your** policy within 30 days of the **Start Date** or, if later, within 30 days of the date **You** receive this Policy Document.

**We** will refund any **Premium** **You** have paid pro-rata for the time on cover, subject to any applicable administration fee charged by the **Administrator**, 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 and receive a pro-rata refund of **Your Premium** based on the number of whole months of the original insurance period remaining, subject to an administration fee charged by the **Administrator**.

**You** can cancel **Your** policy by:-

- Login into **Your** Ping Insure account online
- Contacting our cancellation team by email [cancellations@pinginsure.co.uk](mailto:cancellations@pinginsure.co.uk)

All cancellations, will need to be approved by Ping Insure.

(If you have selected and paid for documents to be posted to you, this is non-refundable within the cooling off period)

If **You** have a premium finance arrangement in place, please refer to the terms of the agreement with the finance provider.

If **You** cancel **Your** policy with less than 6 months remaining, there will be no return of **Premium**.

### The Insurer's Cancellation Rights

**We** will not cancel **Your** policy during its lifetime unless **You** fail to pay

the **Premium** due or **You** commit fraud. If **We** cancel **Your** policy **We** will do so in writing to the most recent address **We** have for **You**.

### HOW TO MAKE A COMPLAINT

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below: -

#### Sale of Policy

Ping Insure Limited  
Digital Media Centre  
County Way  
Barnsley  
S70 2JW  
Email: [complaints@pinginsure.co.uk](mailto:complaints@pinginsure.co.uk)

#### Claims

MB&G Insurance Services Limited  
Cobalt Business Centre  
Cobalt Park Way  
Newcastle  
NE28 9NZ.  
Email: [CVT@mbginsurance.com](mailto:CVT@mbginsurance.com)

In all correspondence, please state that **Your** insurance is provided by Novus Underwriting Limited and quote scheme reference B1927GDR0012022/02

If **Your** complaint about **Your** claim cannot be resolved by the end of the third working day, MB&G Insurance Services Limited will pass it to: Novus Underwriting Ltd, 4th Floor, 34 Lime Street, London, EC3M 7AT Email: [complaints@novusunderwriting.com](mailto:complaints@novusunderwriting.com)

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff.

**You** may contact the Financial Ombudsman Service at: -  
The Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.  
Tel: 0300 123 9 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Citizens Advice Bureau.

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

#### 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 made by **You** or anyone acting on **Your**

behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

- a) Not pay **Your** claim, and
- b) Recover (from **You**) any payments **We** have already made in respect of that claim, and
- c) Terminate **Your** insurance from the time of the fraudulent act, and
- d) Inform the police of the fraudulent act. If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the insurance **Premium(s)** already paid.

#### Law and Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

#### Information You have provided – Insurance Act 2015

**You** must take reasonable care to provide accurate and complete answers to all the questions **You** are asked when **You** take out or make changes to this policy.

**You** must notify the **Administrator** as soon as possible if any of the information in **Your** policy documents are incorrect or if **You** wish to make a change to **Your** policy.

If **You** do not provide accurate and complete answers to the questions **You** are asked, or **You** fail to notify the **Administrator** of any incorrect information or changes **You** wish to make, **Your** policy may not operate in the event of a claim. **We** may not pay any claim in full or **Your** policy could be invalid.

No term of this insurance contract is intended to limit or affect the statutory rights and obligations of the parties to this contract under the effect of the Insurance Act 2015.

#### Under Insurance

A proportional reduction in any claim settlement will be made should **You** under-insure. For example, if due to a breach of fair presentation **You** are incorrectly charged a premium of £100.00 but, due to the value of **Your** insured item, **You** should have been charged a higher amount, in the event of a claim being submitted and agreed any settlement made to **You** will be reduced by the proportion **You** were under-insured for.

#### Compensation Scheme

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

**You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

#### Personal Information

For more information about how the Insurer use **Your** personal information please see **Our** full privacy notice, which is available in the Privacy section of **Our** website [www.helvetia.com/privacy](http://www.helvetia.com/privacy)



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