Asset Protection

AutoTrust
Reassurance guaranteed
Welcome to Asset Protection from AutoTrust. This policy is designed to help you in the event that your vehicle is stolen or damaged beyond economical repair and deemed to be a total loss by your motor insurance company.

Should the worst happen, AutoTrust Asset Protection will pay the difference between the write off settlement from your motor insurance company and the price you paid for your vehicle or the outstanding balance on your vehicle finance agreement, whichever is greater.

We hope you never need to claim on your AutoTrust Asset Protection but if you do, you should follow the claims process shown on page 11. Please keep this book safe as you will need it if you have to make a claim – please don’t store it in your vehicle; we recommend keeping it with your motor insurance documents.

AutoTrust Asset Protection provides an exceptionally high level of cover and has received the top 5-star rating by Defaqto, the UK’s leading independent financial services rating agency.
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AutoTrust Asset Protection eligibility

Your dealer will have made sure you are eligible for AutoTrust Asset Protection but you are eligible for cover if at the start of the policy:

a) You are the registered keeper of the vehicle;

b) You hold a valid full UK driving licence;

c) You hold a valid policy providing comprehensive motor insurance for the vehicle.

The vehicle is eligible for cover if at the start of the policy:

a) The vehicle is less than 10 years old;

b) The vehicle has fewer than 100,000 miles on the odometer;

c) The vehicle is not to be used for racing, pace making, speed testing, reliability trials or any off-road event;

d) The vehicle is not to be used for hire or reward, short-term self-drive or driving tuition in connection with your occupation;

e) The vehicle is not a commercial vehicle of more than 3,500kg gross weight, motorhome, kit-car, invalid carriage, a grey or parallel import or a vehicle not built for sale in the United Kingdom.

A full list of vehicle requirements is outlined on page 15.

What to do in the event of a query

If you have a query about this policy, please contact AutoTrust Asset Protection on 0844 573 8069.

How to make a claim

If you have to make a claim on your motor insurance and you think your vehicle might be declared a Total Loss, here’s what to do.

Contact AutoTrust Asset Protection Customer Services on 0844 573 8069, or email GAPclaims@carcareplan.co.uk.

You will need to tell us within 120 days of your total loss occurring and when calling us, you will need to have your policy details ready.
Whenever the following words or expressions appear in Your policy they have the meaning given below. For ease of reference, defined words or expressions in Your policy are shown in bold type.

**Accident Management Company**
A company instructed by You to recover Your losses from a third party in circumstances of a non-fault motor accident.

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

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

**Endorsement**
Statements, found in Your Schedule, that either show changes to the terms of Your policy or terms that apply specifically to You.

**European Motor Insurance Policy**
Where your Motor Insurance Policy has been endorsed by Your Motor Insurer to provide cover in the event of accidental damage, fire, theft, or adverse weather conditions within the European Union.

**European Union**
European Union member countries.

**Finance Agreement**
Means the credit or hire purchase agreement between You and the Finance Company relating to Your Vehicle.

**Finance Company**
An authorised United Kingdom finance company with whom You have a Finance Agreement in respect of Your Vehicle.
Finance Early Settlement Amount
The amount required to settle the credit or hire purchase agreement at the date of Total Loss excluding any amount carried over from a previous Finance Agreement, any insurance premiums, additional interest charges, discounts, incentives and cashbacks, arrears, road fund licence fee, title discharge fees and any other financed amount not relating specifically to Your Vehicle.

Glass’s Guide
A motor industry publication which provides vehicle valuations.

Grey Import
A new vehicle destined for markets outside the European Union which is being brought in to the European Union by parties outside the manufacturer’s official distribution chain.

Insured Value
The value of Your Vehicle excluding any contents:

- As assessed by the Motor Insurer of the Motor Insurance Policy on Your Vehicle at the date of the Total Loss; or
- As assessed by the motor insurer of a third party against which You have a claim via an Accident Management Company, at the date of the Total Loss.

Please refer to the conditions under ‘Making a Claim’ within this policy.

Insurer

Introducer
The party, person or company who has arranged this insurance on Your behalf.

Market Value
The cost of replacing Your Vehicle with another of the same make, specification (for example, the level of equipment found in
Your Vehicle including dealer fitted options including VAT), model, age, mileage and condition as Your Vehicle was just before the Total Loss You are claiming for, by reference to Glass’s Guide Retail Value. We reserve the right to have an independent valuation undertaken should the specification not be available within Glass’s Guide or it is suspected that the condition of Your Vehicle is such that this would affect the guide value.

Motor Insurance Policy
Means a policy issued by an authorised United Kingdom Motor Insurer in accordance with the Road Traffic Act 1988, which insures Your Vehicle on a comprehensive basis against accidental damage, fire, theft or adverse weather conditions throughout the Period of Insurance. Or, where Your Vehicle is being used by any permitted driver, a comprehensive Motor Insurance Policy held by them in respect of Your Vehicle. Please note: Motor trade insurance policies of any type are excluded.

Motor Insurance Excess
The amount deducted under Your Motor Insurance Policy if Your Vehicle is lost, stolen or damaged.

Motor Insurance Settlement
The provision of a replacement vehicle by Your Motor Insurer, or money You receive from the Motor Insurer for Your Vehicle or from a third party through an Accident Management Company following a Total Loss claim of Your Vehicle.

Motor Insurer
A United Kingdom authorised motor insurance company that issued the Motor Insurance Policy for Your Vehicle.

Negative Equity
Any outstanding finance carried over from a previous vehicle or Finance Agreement.

Period of Insurance
The period of time between the Start Date of this policy and the earliest of the following dates:
- 24 months from the Start Date of the policy as shown on Your Schedule where You have purchased a 24 month term policy; or
- 36 months from the Start Date of the policy as shown on
Your Schedule where You have purchased a 36 month term policy; or
48 months from the Start Date of the policy as shown on Your Schedule where You have purchased a 48 month term policy; or
The date Your Vehicle is declared a Total Loss; or
The date Your Vehicle is sold or transferred to a new owner or repossessed by the Finance Company; or
The date on which Your policy is cancelled; or
The date on which You do not pay the Premium due.

The policy is non-renewable.

Premium
The total amount You have agreed to pay Us for this insurance policy.

Proposal
The document or declaration that records the information You gave Us when You bought Your policy and which Your contract with Us is based on.

Purchase Price
The purchase price of Your Vehicle as confirmed in the net sales invoice which includes delivery, factory fitted accessories and dealer fitted options but excludes any insurance premiums, new vehicle registration fees, road fund licence fee, number plates, warranty costs, fuel, paintwork protection applications, other extras, arrears or Negative Equity transferred from a previous Finance Agreement unless You have opted to pay the extra Premium to cover the amount shown on Your Schedule.

Salvage Value
The amount deducted by the Motor Insurer from a Motor Insurance Settlement, to enable You to keep ownership of Your Vehicle.

Schedule
The document that names You as the policyholder and sets out what this policy covers You for. We will replace Your Schedule if You make any changes to the policy during the Period of Insurance.
Start Date
The date the insurance cover commences as shown on Your Schedule.

Sum Insured
The maximum amount that can be claimed in total during the Period of Insurance as stated in the Schedule.

Territorial limits
England, Scotland, Northern Ireland, Wales, the Isle of Man and the Channel Islands. Your Vehicle is also covered in the European Union and any other country shown on an International Motor Insurance Card (“Green Card”) for as long as You maintain a comparable level of cover on Your Motor Insurance Policy as in the United Kingdom and that this cover is in force on the date of an incident that results in a Total Loss.

Total Loss
A claim under the Motor Insurance Policy for Your Vehicle or through an Accident Management Company, as a result of accidental damage, fire or theft, where Your Vehicle is beyond economic repair resulting in a Motor Insurance Settlement.

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

We, Us, Our
UK General Insurance Ltd.

You, Your, Insured
Means either:
- A private individual or sole trader who is at least 18 years of age and whose name is on the Schedule; or
- A partnership where one name is on the Schedule; or
- A limited company or other legal entity whose name is on the Schedule.

Your Vehicle
The car or light commercial vehicle up to 3.5 tonnes gross vehicle weight shown on Your Schedule.
Introducing your Asset Protection Insurance Policy

This policy gives full details of Your cover.

Please read this policy and Your Schedule carefully and make sure that they meet Your needs.

If You have any questions, please contact the Introducer or the Administrator and they will help You.

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

Our Contract with You

We will provide Asset Protection insurance under the terms, exceptions, conditions and any Endorsement of this policy, relating to any Period of Insurance for which We have accepted Your Premium, and You have made payment in full or have entered into an agreement to pay Your Premium.

This contract is based on the Proposal (or any statement of facts or statement of insurance We prepare using the information You have provided), and any declaration You make. The Schedule and any Endorsement are all part of this policy. You must read all the documents that make up Your policy as one document.

The Law that Applies to this Policy

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which Your main residence is situated.
Making a Claim

If You consider Your Vehicle is likely to be declared a Total Loss, here’s what to do.

We hope You will find Our service fast, efficient and friendly.

Contact Car Care Plan Asset Protection Customer Services on 0844 573 8069, or email GAPclaims@carcareplan.co.uk.

You will need to tell Us within 120 days of Your Total Loss occurring. When notifying Us You will need to have the following information:

- Your policy number.
- Your details as recorded on the Schedule.

IMPORTANT

Please contact the Asset Protection Administrator, Car Care Plan, in order to register Your claim prior to agreeing any settlement offer from Your Motor Insurer or from a third party through an Accident Management Company.

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

The Administrator reserves the right to calculate any rebate for early repayment of the outstanding Finance Agreement provided for under the Consumer Credit Act 1974.

In the matters of a claim the Administrator acts on behalf of the Insurer.

Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim any information You have supplied relevant to this insurance cover and on a claim form, together with any other information relating to the claim, will be provided to the register in compliance with the Data Protection Act 1998 or any subsequent legislation.
Data Protection Act 1998

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.
Our Customer Care Policy

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

In the unlikely event of a complaint, You should contact the Administrator in the first instance on 0844 573 8069 or in writing to;

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

You can also email us at complaints@carcareplan.co.uk.

Please tell the Administrator Your name and Your claim number or policy number and the reason You are complaining. Calls to the Administrator may be recorded.

Financial Ombudsman Service

In the event You remain dissatisfied with the manner in which Your complaint has been dealt with then You also have the right to make an appeal to the Financial Ombudsman Service (FOS). 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 address below.

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Telephone: 0800 023 4567 (free phone fixed lines) or 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.
Our Customer Care Policy (continued)

Financial Conduct Authority and the Prudential Regulation Authority

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA’s website at www.fca.org.uk, or you can phone them on 0800 111 6768.

Financial Services Compensation Scheme

Ageas Insurance Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 0800 678 1100.
What We Will Cover

- **Your Vehicle** providing it is ten years old or under at the **Start Date** of this policy.

- **Your Vehicle** providing it has covered less than 100,000 miles at the **Start Date** of this policy.

- **Your Vehicle** providing it is shown in Glass’s Guide.

- **Your Vehicle** providing it is registered with **Us** within 100 days from the original purchase date.

- **Your Vehicle** providing it is covered by a **Motor Insurance Policy** throughout the **Period of Insurance**, or where any permitted driver of **Your Vehicle** has a valid **Motor Insurance Policy** in force at the time of driving **Your Vehicle**.

- **Your Vehicle** providing it was not purchased via a private sale.

- **Your Vehicle** providing it is not used for daily or weekly rental or subject to a contract hire or lease agreement.

- **You** providing **You** are either the owner of **Your Vehicle** or have a **Finance Agreement** in relation to **Your Vehicle** or are the registered keeper of **Your Vehicle**.

- **You** providing **You** are at least 18 years of age at the **Start Date** of this policy if **You** are a private individual or a sole trader.

- **You** providing **You** are resident in the **United Kingdom** for the **Period of Insurance** of this policy.

- **You** providing **You** applied for this insurance cover in the form approved by **Us**.

- **You** providing **You** have paid or agreed to pay the insurance **Premium** for this policy.

- **You** providing **You** agree to comply with the terms and conditions of this policy.

- The incident resulting in a **Total Loss** occurring within the **Period of Insurance** of this policy.

- The incident resulting in a **Total Loss** occurring in the **Territorial Limits**.
Your Asset Protection Insurance Cover

Following the Total Loss of Your Vehicle during the Period of Insurance, We will pay the difference – up to the Sum Insured – between the Insured Value and the Purchase Price of Your Vehicle as confirmed in the net sales invoice. If the Finance Early Settlement Amount is greater than the Purchase Price of Your Vehicle, We will pay the difference – up to the Sum Insured – between the Insured Value and the Finance Early Settlement Amount. The benefit will be paid to the Finance Company and We will pay any excess over the Finance Early Settlement Amount to You. There is no limit to the maximum benefit payable where Your Vehicle Purchase Price is up to £50,000. Where Your Vehicle Purchase Price is between £50,001 and £75,000, the maximum benefit payable is £25,000. Where Your Vehicle Purchase Price is between £75,001 and £100,000 the maximum benefit payable is £35,000 and where Your Vehicle is between £100,001 and £125,000 the maximum benefit payable is £45,000.

Any amount due will be paid to You where Your Vehicle is not subject to a Finance Agreement.

What We Will Not Cover

- Your Vehicle if it is over ten years old at the Start Date of this policy.
- Your Vehicle if it has covered over 100,000 miles at the Start Date of this policy.
- Your Vehicle if it has not been registered with Us within 100 days of the original purchase date.
- Your Vehicle if You have not claimed under the Motor Insurance Policy or from a third party through an Accident Management Company or Your claim has not been settled as a Total Loss.
- Your Vehicle if it is Insured on any type of motor trade insurance policy.
- Your Vehicle if it is not shown in Glass’s Guide.
- Your Vehicle if it has been modified other than in accordance with Your Vehicle manufacturer’s specification. In this instance, cover will not be provided if We determine that the Total Loss occurred as a result of this modification.
Your Vehicle if it is a scooter, motorcycle, touring caravan, non-United Kingdom specification Vehicle or not built for principal sale in the United Kingdom or classed as a Grey Import, kit car, bus, coach, commercial Vehicle more than 3.5 tonnes, truck or a heavy goods Vehicle.

Your Vehicle has not been supplied to You by a recognised motor Vehicle retailer.

Your Vehicle if it is owned by a garage, Vehicle trader or any other associated Vehicle trade company.

Your Vehicle if it is manufactured in the United States of America and is not right hand drive.

Your Vehicle if it is manufactured in the United States of America and has been imported directly from that country and has not been purchased as new from an authorised United Kingdom distributor.

Your Vehicle if it is used for daily or weekly rental or is subject to a contract hire or lease agreement.

Your Vehicle if it is used as an emergency or military vehicle, courier or delivery vehicle, invalid carrier, for driving school tuition, for any hire or reward or as a taxi.

Your Vehicle if it is used for track days, road racing, rallying, pace making, speed testing or any other competitive event.

Your Vehicle if the Total Loss occurred after it was taken or driven without Your consent by a family member, spouse or partner.

You, if You are under 18 years of age at the Start Date of this policy, if You are a private individual or a sole trader.

A Total Loss where the Total Loss occurred before the inception of this insurance.

A Total Loss caused by someone not eligible to drive Your Vehicle under the terms of the Motor Insurance Policy for whom You gave consent, or where the person driving Your Vehicle did not have fully comprehensive insurance in place for the Vehicle.

A Total Loss caused by someone who does not hold valid driving licence or is in breach of the conditions of their driving licence, for whom You gave consent to drive Your Vehicle.

A Total Loss occurring outside the Territorial Limits.

A Total Loss occurring where Your Vehicle had been driven in the European Union, other than the United Kingdom or
any other country shown on an International Motor Insurance Card ("Green Card"), where You have not kept in force a Motor Insurance Policy providing an equivalent level of cover as You would have enjoyed in the United Kingdom.

- Any loss of use of Your Vehicle or any other costs that are directly or indirectly caused by the event which led to Your claim, unless specifically stated in this policy.

- Any loss or destruction or damage to any property and any expense incurred as a result.

- Any Premium owed that is deducted from the settlement by the Motor Insurer of a Total Loss claim on Your Vehicle.

- Any Motor Insurance Excess above £250 that is deducted from the settlement by the Motor Insurer of a Total Loss claim on Your Vehicle.

- The Salvage Value of Your Vehicle if You are not required to transfer the ownership to the Motor Insurer.

- The same percentage or amount deducted by the Motor Insurer of Your Vehicle, if they reduce the Motor Insurance Settlement because of contributory negligence or due to the condition of Your Vehicle.

- Any claim where the Motor Insurer has offered to repair Your Vehicle but You have requested the claim to be dealt with on a Total Loss basis.

- The VAT element of any claim where You are VAT registered.

- If the Finance Early Settlement Amount from the Finance Agreement is greater than the original Purchase Price, We will deduct any arrears and any interest payable on those arrears and any amount due not relating to the Market Value of Your Vehicle at time of purchase.

- Any amount due under the Finance Agreement relating to any insurance premiums, new vehicle registration fees, road fund licence fee, number plates, any arrears, all maintenance, recoverable VAT, excess mileage charges, excess wear and tear charges, warranty costs, fuel, paintwork protection applications, other extras, arrears, any interest payable on these.

- Any Negative Equity unless you have opted to pay the extra Premium to cover You for the amount shown on Your Schedule.

- Any liability where the terms of the policy have been amended or altered without Our written consent to You.

- Any Premium due that has not been paid to Us.
Earthquake
We will not cover any Total Loss if the loss or damage to Your Vehicle is caused by earthquakes.

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

- Make a false or exaggerated claim or support Your claim with forged or fraudulent documents or evidence; or
- Make a false or exaggerated Total Loss claim or support Your Total Loss claim with forged or fraudulent documents or evidence; or
- Deliberately cause the loss or damage.

We also reserve the right to inform the Police, and to recover any benefit payment made in respect of a fraudulent claim if new information comes to light at a later date.

Pressure Waves
This policy does not cover any Total Loss caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.

Radioactivity
This policy does not cover any Total Loss caused by:

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

Riot
We will not cover any Total Loss that is caused by riot or civil commotion if the loss or damage to Your Vehicle happens outside United Kingdom.

War
This policy does not cover any Total Loss caused by war, invasion (whether or not war is declared), revolution, military force, Acts of Terrorism or other hostile events, unless We must provide cover under the Road Traffic Acts.
Conditions that Apply to this Policy

Transferring Your Cover

In the event that Your Vehicle is declared a Total Loss by the Motor Insurer, whereby the Motor Insurer has provided You with a replacement vehicle or Your Vehicle is replaced under a manufacturer’s or dealer’s warranty, You may transfer this policy to the replacement vehicle subject to the following terms and conditions:

- The Total Loss has occurred within 12 months of the Start Date of this policy; and
- The replacement vehicle must have been provided by the Motor Insurer in settlement of a claim for the Total Loss of Your Vehicle; and
- The Start Date of the policy will remain the same; and
- The Period of Insurance will remain the same; and
- You have not made a claim under Your policy relating to Your Vehicle or Motor Insurance Excess.

If You have taken out a Finance Agreement to purchase Your Vehicle, the Purchase Price of Your original Vehicle will be used to calculate any future claim under this policy, irrespective of whether the Purchase Price of the replacement vehicle is higher or lower than Your original Vehicle.

How to Transfer

- Write to the Administrator within 30 days of having taken delivery of the replacement vehicle.
- Provide a copy of the original invoice for Your Vehicle.
- Provide a copy of the invoice for the replacement vehicle.

Cancelling Your Cover

If this policy does not meet Your needs, You have 30 days from the date You received Your policy documents to cancel the policy and obtain a full refund. To cancel Your policy within this 30-day period please contact the Introducer who sold You Your policy.

If You wish to cancel Your policy after this 30-day period, You can cancel at any time and receive a pro rata refund. To cancel your policy please contact the Administrator by calling 0844 573 8069 or by writing to:

AutoTrust Asset Protection Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

An administration fee of £35 will be deducted from the calculated amount prior to any refund being paid.
Conditions that Apply to this Policy (continued)

Please note that We will not give You a refund if You have claimed for the Total Loss of Your Vehicle or an incident has happened where You could make a claim for a Total Loss.

If You have paid for Your policy in cash or on a Finance Agreement (other than a Car Care Plan Ltd credit agreement), provided You have not made a successful claim, the Administrator will provide You with a refund proportional to the length of time the policy has been in force and is calculated using the policy Start Date. The amount of refund You receive will be based on each full calendar month remaining on Your policy as a percentage of the original duration of Your policy less an administration charge of £35.

If You have paid for Your policy by instalment payments through a credit agreement with Car Care Plan Ltd, any refund amount owed to You will be calculated in line with the following rules:

1. Where You have paid all the instalment payments, We will calculate the refund as above. The refund will be paid directly to You.

2. Where You have NOT paid all the instalment payments, We will calculate the refund as above and:

   1. If the refund You are eligible for is in excess of the total outstanding instalment payments You owe Car Care Plan, We will pay the difference directly to You; or

   2. If the refund You are eligible for is less than the total outstanding instalment payments You owe Car Care Plan, You will not receive a cash refund. The refund will be applied as part payment of Your total outstanding instalment payments. You will continue to be responsible for paying the remaining outstanding payments on Your credit agreement with Car Care Plan until the balance calculated at the time of notice of cancellation received by the Administrator has been settled.

We will not give You a refund if You have successfully claimed for the Total Loss of Your Vehicle or an incident has happened where You could make a successful claim for a Total Loss.

Any instructions to cancel must be provided in writing and the percentage refund will be calculated from the date of receipt of Your written request to cancel. Please allow up to 28 days for Your cancellation and refund to be processed.
Changes in Your Circumstances

Please tell the Administrator immediately about any of the following changes which may affect Your cover. If You fail to do so, Your policy may not be valid and Your claim may not be paid.

You must tell the Administrator if:

- You move house or change the place You keep Your Vehicle; or
- Your name changes (for example, by marriage); or
- You change Your Vehicle or the owner of Your Vehicle changes; or
- You change what You use Your Vehicle for (for example, You start using it for business purposes); or
- You make changes to Your Vehicle; or
- You develop any physical or mental problem that affects Your ability to drive; or
- You change Your registration number to a cherished number plate.

If You are unsure in any way about a whether a change in circumstances may affect Your cover, please contact the Administrator.

Contracts (Rights of Third Parties) Act

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

General

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

Motor Insurance

Your Vehicle must be covered under a Motor Insurance Policy throughout the Period of Insurance and the policy must cover loss or damage to Your Vehicle caused by accidental damage, fire or theft. Please note: Motor trade insurance policies of any type are excluded.
Motor Insurer Settlement

If You decline the offer of a replacement vehicle under the terms of the Motor Insurance Policy, or You are eligible for a replacement vehicle under Your Motor Insurance Policy but You choose to pursue Your claim via an Accident Management Company, then the Administrator will settle the claim based on the value of the replacement vehicle and not the settlement figure offered under the Motor Insurance Policy.

Note this may result in no Sum Insured being paid.

The Administrator reserves the right to subject Your Vehicle to independent inspection.

If You accept a Motor Insurance Settlement from the Motor Insurance Policy before contacting the Administrator We reserve the right to contact the Motor Insurer in Your name to assess the offer of settlement and where necessary seek settlement in-line with the Market Value (Glass’s Guide Retail) at time of Your Vehicle being declared a Total Loss.

Any actions We take in Your name in relation to the Motor Insurance Settlement will not affect the payment of a claim under Your Asset Protection policy.

In the unlikely event that the Insured Value is no less than the Purchase Price of Your Vehicle at the date of the Total Loss claim, whereby a monetary claim of any amount cannot be made against this policy, You will be entitled to a full refund of Premium, inclusive of insurance Premium tax that You originally paid for this policy providing You have not entered into an agreement with an Accident Management Company to recover the cost of the policy from any third party.

Other Insurance

If You are covered by any other policy for any claim covered under this policy, We will pay only Our share of the claim (unless We say otherwise in this policy).

Paying Your Premium

Your Premium can be paid as a single Premium or as a monthly payment by direct debit. Whether You have opted to pay Your Premium as a single payment or by monthly direct debit Your policy will expire in accordance with the Period of Insurance of Your policy.
Conditions that Apply to this Policy (continued)

If **You** have not paid **Your Premium**, **We** will not provide cover from the date the **Premium** was due.

If the monthly payment option has been chosen and any instalment is not paid **Your** policy will end 30 days after the date the missed instalment was due.

**Subrogation**

**We** may at **Our** own expense, following the payment of a claim, take over **Your** rights to recover payment or relief from a third party responsible for the loss, up to the amount paid out under the policy.

**Your Duty**

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions in the **Proposal** and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim. **We** may also recover any money **We** may have paid under this policy.

**Data Protection Authorisation Statement**

In processing and managing this policy, the **Administrator** will collect, transfer and store the information **You** have provided in their secure servers based in the United States of America. The **Administrator** has taken measures to ensure that there is an adequate equivalent level of protection of **Your** information in the U.S.A. in accordance with legislation in the United Kingdom.

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

In compliance with the Data Protection Act 1998, **You** are entitled to ask **Us** to amend **Our** records about **You** if they are not correct, and **You** may request a copy of the information **We** hold about **You** by applying to **Us** in writing addressed to: Compliance Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG or by emailing CCPH_DPA@carcareplan.co.uk.
We may charge You the statutory fee of £10 for this service.

To make a claim, phone Us on 0844 573 8069
It is important that You only use this number to claim.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA’s website at www.fca.org.uk/register.
If you don’t follow the manufacturer’s service schedules or maintain the vehicle as recommended by the manufacturer, this warranty will not apply if the problem was the result of you failing to follow the service or maintenance recommendations.

When you have your vehicle serviced, your vehicle is allowed to be:

- 500 miles either side of the service mileage;
- or

AutoTrust Asset Protection is administered by Car Care Plan Limited.

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

www.carcareplan.co.uk

Phone: 0844 573 8069  Fax: 0844 573 8108