MINI GAP *INSURANCE.*

POLICY WORDING.

MINI INSURANCE SOLUTIONS.

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1. INTRODUCTION

The GAP Policy **You** have purchased is:

- **Return to Invoice (RTI)**.

If, during the **Period of Insurance**, **Your Insured Vehicle** is subject to a **Total Loss** claim and is written off by **Your** comprehensive **Motor Insurer**, then, subject to the terms and conditions of this Policy, **We** will pay **You** the difference between the **Motor Insurance Settlement** and the **Net Invoice Price You** originally paid for **Your Insured Vehicle**, or the difference between the **Motor Insurance Settlement** and the amount required to settle **Your Outstanding finance balance**, whichever is greater. **Your Schedule of Cover** sets out the details of **You**, **Your Insured Vehicle**, the **Period of Insurance** and the type of cover **You** have selected.

This document, together with the **Schedule of Cover**, forms **Your** contract of insurance with **Us**. The Policy explains the cover **You** have purchased, what is excluded, and the terms and conditions that apply. Please keep both documents in a safe place so **You** can refer to them again if **You** need to.

Please read this document carefully and make sure **You** understand how this insurance operates. If **You** do not comply with the terms and conditions, **We** may not be able to pay any claim that **You** may make. Some words and phrases have a specific meaning wherever they appear in bold and begin with a capital letter. Those meanings are set out in the **Definitions** section.

If **You** need this document to be made available in braille or audio format, please contact the **Policy Administrator**.

2. THE POLICY ADMINISTRATOR

This Policy is administered by: Qover SA, a public limited liability company registered with Crossroads Bank for Enterprises (BCE/KBO) in Belgium with number 0650.939.878 and address Rue du Commerce 31, 1000 Brussels. Qover is a Belgian untied insurance agent registered with the Financial Services and Markets Authority of Belgium under the code 0650.939.878. Qover's UK branch is registered in England & Wales and with UK Establishment address: Waterside, Unit 33, Schooner Court, 44-48 Wharf Road - London N1 7UX, authorised and regulated by the Financial Conduct Authority under firm reference number 988985.

3. THE CLAIMS ADMINISTRATOR

Claims are administered by GardX Assure Ltd, Lake House, 2 Port Way, Port Solent, Hampshire, United Kingdom, PO6 4TY who are authorised and regulated by the Financial Conduct Authority under firm reference number 711212.

4. THE INSURER

This Policy is underwritten by Helvetia Global Solutions Ltd, UK Branch, 6 Bevis Marks, London, EC3A 7BA.
Authorised and regulated by the Liechtenstein Financial Market Authority.
Authorised by the Prudential Regulation Authority.
Registered on the Financial Services Register under firm reference number 454140.

5. IMPORTANT INFORMATION

If **You** are a private individual, the following applies to **You**:

Giving Us all the important information
When **We** accept **Your** application for this insurance, **We** will rely on the information **You** provide. **You** must take reasonable care to answer all questions fully and accurately when **You** take out, or make changes to, **Your Policy**. If the information **You** provide is not complete and accurate, the level of cover may be affected and:

- **We** may cancel **Your Policy** and refuse to pay any claim; or
- **We** may not pay any claim in full.

We will write to **You** if **We**:

- intend to cancel **Your Policy**; or
- need to amend the terms of **Your Policy**; or
- require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is incomplete or inaccurate, **You** must inform the **Policy Administrator**.

If **You** are part of a partnership, a sole trader, a limited company or any other legal entity, the following applies to **You**:

Your Duty of Disclosure

Under the Insurance Act 2015, **You** have a duty to make a fair presentation of the risk to **Us** before this Policy starts, at each renewal and whenever **You** make any amendment to cover.

This means **You** must:

(a) disclose all material facts that **You** know or ought to know;
(b) make the disclosure in a reasonably clear and accessible way;
(c) ensure that every material representation of fact is substantially correct and made in good faith.

6. WHAT IS A MATERIAL FACT?

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 taken to know the following:

(a) if **You** are an individual, such as a sole trader or 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 partnership, what is known to anybody who is part of **Your** organisation's senior management. This means those who play a significant role in deciding how **Your** activities are managed or organised, or anybody responsible for arranging this insurance; and
(b) what would reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation, including, for example, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

If the insurance is intended to cover subsidiaries, affiliates or other parties, **You** are expected to have included them in **Your** enquiries and to inform **Us** if **You** have not done so. The reasonable search may be carried out by making enquiries or by any other suitable means.

7. BREACH OF DUTY

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 avoid this Policy, 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 on any terms, **We** may avoid this Policy and refuse all claims, but **We** will return any premiums paid;
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover on different terms (other than **Premium** terms), **We** may apply those different terms from the start of the Policy; and/or
- Where the breach of the duty of fair presentation was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover but on different terms, including charging a higher Premium, **Our** liability for any loss shall be reduced by the amount of **Premium** that should have been charged. In such circumstances, **We** will deduct the underpaid **Premium** from the claim settlement.
- For example, if due to a breach of the duty of fair presentation: We charged a **Premium** of £100, but the correct **Premium** should have been £200; and a claim is submitted and agreed at a settlement value of £1,000, **We** will deduct the outstanding **Premium** of £100 from the claim settlement. The amount payable to **You** would therefore be £900.

8. IMPORTANT NOTICE

You must ensure that **Your Insured Vehicle** is insured for the correct **Market Value** with **Your Motor Insurer** from the **Start Date** of this cover. Please read this Policy carefully.

You should **NOT** accept any settlement offer made by **Your Motor Insurer** until **You** have contacted **Our** Claims Administrator and **We** have given **Our** consent, as **We** may seek to obtain a higher **Motor Insurance Settlement** on **Your** behalf.

9. CONTACT DETAILS

If **You** need to get in touch with the **Policy Administrator**, **You** can contact **Us**:

- By Telephone: +44 333 006 9641
- By Email: customerservices@mini.qover.com
- In writing: Waterside, Unit 33, Schooner Court, 44-48 Wharf Road - London N1 7UX.

10. DEFINITIONS

This section explains the meanings of words and phrases used in this Policy when they appear in bold and start with a capital letter.
This section explains the meanings of words and phrases used in this Policy when they appear in bold and start with a capital letter.

Claims Administrator – means GardX Assure Ltd.

Date of Total Loss – means the date of the **Incident** that gives rise to **Your** claim for the **Total Loss** of the **Insured Vehicle**.

Early settlement amount – means the amount required at the **Date of Total Loss** to settle the **Finance Agreement**, excluding any amount carried forward 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 related to the **Vehicle**.

End Date – means the date this insurance cover ends, as shown on **Your Schedule of Cover**.

Excluded Vehicle – means any **Vehicle** that is:

a) not shown in the Glass's Guide;
b) not intended for use on a public highway, does not have a valid **Vehicle** licence and, if

more than three years old, does not have a valid MOT;
c) used for competition, racing, pace-making, reliability trials, speed testing or off-road use;
d) fitted with non-manufacturer specified modifications, including, for example, engine modifications, roll cages or steering column extensions. Modifications such as sat-nav, hands-free kit, tow bars, alloy wheels and in-car entertainment do not by themselves prevent the **Vehicle** from being covered;
e) over 8 years old;
f) a van or commercial **Vehicle** with a gross weight over 3500 kg;
g) an emergency **Vehicle**, recovery **Vehicle**, delivery courier **Vehicle**, taxi, driving school **Vehicle** or bus;
h) modified in any way that does not comply with the manufacturer's specifications, or any make of **Vehicle** not built for principal sale in the United Kingdom.

Finance Agreement – means any sale, hire purchase or personal contract purchase loan agreement between **You** and the finance company for the **Insured Vehicle**. For information about **Your** loan, please refer to **Your Finance Agreement**. This Policy does not provide cover for any additional costs or losses associated with any personal contract hire and/or lease agreements.

Grey Import – means a **Vehicle** that was not originally registered as a new **Vehicle** in the United Kingdom and which has been imported by someone other than the official United Kingdom distributor for that make or model of **Vehicle**.

Incident – means the initial cause which results in the **Total Loss** of the **Insured Vehicle**.

Insured Value – means the lower of the **Price Guide** retail value for a **Vehicle** of the same make, model and specification level, age, mileage and overall condition at the **Start Date**, or an equivalent published value if the **Price Guide** retail value is no longer available.

Insured Vehicle/Vehicle – means the **Vehicle** shown in the **Schedule of Cover**.

Market Value – means the retail **Market Value** based on the value shown in the current Glass's Guide for purchasing or replacing the **Insured Vehicle** with one of the same make, model, trim level, recorded mileage and in a similar condition. Glass's Guide is a motor trade publication recognised and used extensively in the motor **Vehicle** industry to value new and used **Vehicle**. Where Glass's Guide is not available or there is a dispute over valuation with **Your Motor Insurer**, **We** will consider other motor trade publications.

Motor Insurance Policy – means a fully comprehensive insurance contract providing cover for the **Insured Vehicle** up to its **Market Value**. **You** are required to maintain such cover in full force and effect for the entire duration of this GAP Policy.

Motor Insurance Settlement – means the amount of money that **You** receive from the **Motor Insurer** following a claim for the **Total Loss** of the **Insured Vehicle**.

Motor Insurer – means a fully comprehensive **Motor Insurance Policy** which continuously covers the **Market Value** of **Your Vehicle** and remains in place for the duration of the Policy.

Net Invoice Price – means the purchase price of **Your Vehicle** as confirmed in the net sales invoice, including factory-fitted accessories and dealer-fitted options and warranty costs up to £100, but excluding any insurance premiums. **We** exclude all deposit allowances, discounts, rebates, concessions, cashbacks, incentives and contributions. **We** also exclude delivery, new **Vehicle** registration fees, road fund licence fee, number plates, fuel, paintwork protection applications, other extras, arrears or negative equity.

Original Purchase Price – means the purchase price paid for the **Vehicle**, including factory-fitted options for a new **Vehicle** and dealer-fitted options on the same sales invoice, but excluding delivery and any insurance premiums (including the **Premium** for this Policy), new **Vehicle** registration fees, road tax, number plates, warranty costs, fuel, paintwork protection applications, other extras and any amount related to the finance of any other **Vehicle** which may be consolidated onto the **Finance Agreement**.

Policy Administrator – means Qover.

Premium – means the amount **You** must pay for this Policy, which is shown in the **Schedule of Cover**. This may be paid in full up front or by instalments at no extra cost.

Price Guide – means a car values guide approved by the Financial Ombudsman Service, for example Glasses Guide.

Schedule of Cover – means the document that shows **Your** details, the **Vehicle** details and sets out the details of **Your** cover.

Start Date – means the date shown on **Your Schedule of Cover** as the date this insurance cover begins.

Territorial Limits – means the United Kingdom, Ireland, Isle of Man, Channel Islands, Switzerland, or within the countries of the European Economic Area.

Total Loss – means the **Total Loss** of the **Insured Vehicle** as a result of fire, theft or material damage beyond economic repair, resulting in a full **Motor Insurance Settlement**.

We, Us, Our – means Helvetia.

You, Your, Yourself – means the person, partnership, sole trader or limited company shown on the **Schedule of Cover**.

11. ELIGIBILITY

You may only obtain this insurance cover where the following conditions are met:

a) **You** are at least 18 years of age on the **Start Date**; and
b) **You** are a United Kingdom resident; and
c) **You** are an individual, sole trader, partnership, limited company or any other legal entity permanently based, and where applicable registered, in the United Kingdom;
d) **You** are the owner or registered keeper of the **Insured Vehicle**, or the spouse or civil partner of the owner or registered keeper who has a financial interest in the **Insured Vehicle**; and
e) **You** hold a valid, current full driving licence, where **You** are an individual or sole trader; and
f) **You** are the policyholder or a named driver under a fully comprehensive motor insurance policy covering the **Insured Vehicle** for the full duration of this Policy; and
g) **You**, or where **You** are a partnership at least one partner acting on behalf of the partnership, have applied for this insurance cover; and
h) **You** have paid the **Premium** and accepted the terms and conditions of this Policy; and
i) **You** have acquired the **Insured Vehicle** using **Your** own funds or, where applicable, with monies advanced under a **Finance Agreement, personal loan**, and **You** are a partnership, limited company or other legal entity; and
j) The **Insured Vehicle** is less than 8 years old at the **Start Date**; and
k) The **Insured Vehicle** has recorded mileage of under 100,000 miles; and
l) The **Insured Vehicle** has a recorded **Insured Value** of more than £5,000 and less than £200,000; and
m) The **Insured Vehicle** is a car with a Gross Vehicle Weight under 3,500 kg and is not a scooter, motorcycle, bus, coach, Light Commercial Vehicle, truck, heavy goods vehicle (HGV), taxi, driving school vehicle, a vehicle used for hire or reward, or a Motorhome; and

n) The **Insured Vehicle** has no modifications except those made in accordance with the manufacturer's specifications; and
o) The **Insured Vehicle** appears in the **Price Guide**; and
p) The **Insured Vehicle** is a United Kingdom-specified vehicle built for principal sale in the United Kingdom and is not classified as a **Grey Import**; and
q) The **Insured Vehicle** has been serviced and maintained in line with the manufacturer's guidelines; and
r) This Policy is taken out within 60 days of delivery or collection of the **Insured Vehicle**; and
s) **You** have a fully comprehensive motor insurance policy in force at the time this Policy is purchased and maintain that cover for the entire duration of this Policy.

If **You** do not hold fully comprehensive motor insurance and **Your Vehicle** is declared a **Total Loss** following a claim for which **You** are at fault, **You** will not be entitled to claim under this Policy.

12. WHAT IS COVERED?

i. Under this Policy, **We** will pay **You** the difference between the **Motor Insurance Settlement** and the **Net Invoice Price You** originally paid for **Your Insured Vehicle**, or the difference between the **Motor Insurance Settlement** and the amount needed to settle **Your** outstanding finance balance, whichever is the greater.
ii. **Return to Invoice (RTI)** cover is available for new and used **Vehicles** purchased from a VAT-registered dealer within the last 60 days. Used **Vehicles** must be under 8 years old at the **Start Date** and have less than 100,000 recorded miles.
iii. The benefit payable under this Policy is limited to **Your Insured Vehicle** Purchase Price. The maximum benefit **We** will pay is £50,000.
iv. **Motor Insurance Policy Excess** – in the event of an accepted claim under this GAP Policy, **We** will pay up to £250 in respect of any **Motor Insurance Policy** excess **You** have had to pay to **Your Motor Insurer** as part of **Your Total Loss** claim. If **We** cannot confirm liability for the **Incident**, **We** will not pay this benefit until liability has been established.
v. The **Total Loss** of the **Insured Vehicle** must occur during the **Period of Insurance** and within the **Territorial Limits**.
vi. **You** are covered for factory-fitted and dealer-fitted optional extras and/or accessories, where **You** have purchased an RTI GAP Policy.

vii. In the event of an accepted claim under this GAP Policy, **We** will arrange or reimburse the cost of a temporary hire car for the period during which **You** are without **Your Insured Vehicle**, subject to a maximum of **£30 per day** and a maximum period of **30 days**. To be eligible for this benefit, **You** must contact the **Claims Administrator** prior to arranging the hire vehicle. **We** will not reimburse any hire car costs incurred without **Our** prior authorisation. The hire vehicle must be of a similar or lesser category to **Your Insured Vehicle**. This benefit is not payable where **Your Motor Insurer** has already provided or offered a courtesy or replacement vehicle as part of **Your Total Loss** settlement.

viii. Where applicable, benefits under the section **What is Covered (i) to (vi)** will be paid directly to **You**.
In the event of an approved claim subject to the terms and conditions of this Policy, **We** will pay **You** a minimum of £150.

13. WHAT IS NOT COVERED?

(1) **We** will not pay a claim for a **Total Loss** if the **Insured Vehicle**:

(a) is an **Excluded Vehicle**;
(b) was economically repairable but was declared a **Total Loss** by **Your Motor Insurer** as a result of **Your** intervention or that of another party acting on **Your** behalf;
(c) is replaced by **Your Motor Insurer** offering a replacement **Vehicle** in settlement of **Your** claim, whether or not **You** accept that replacement;
(d) is not covered by **Your** comprehensive **Motor Insurance Policy** or no **Total Loss** settlement has been paid;
(e) where **You** are not the registered keeper or named party on the **Finance Agreement** relating to the **Insured Vehicle**;
(f) where **You** are not the policyholder or named driver on the **Motor Insurance Policy**;
(g) is owned by a motor trader or company involved in the sale of **Vehicles** at the **Date of Total Loss**, for example where the **Vehicle** is held for trade-in or resale.

(2) The claim will not be paid if the **Total Loss**:

(a) occurred before the **Start Date** or after the **End Date** or after this Policy is cancelled;
(b) arises when the **Insured Vehicle** is driven, with **Your** consent, by a person who does not hold a valid driving licence or who is in breach of the conditions of that licence;

(c) occurs whilst the **Insured Vehicle** is being used for competition, racing, pace-making, reliability trials, speed testing or off-road use;
(d) arises from an accident where **You**, or another person with **Your** general consent, was driving the **Insured Vehicle** whilst intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner, or prescribed drugs where a warning against driving was given;
(e) results from any wilful, unlawful or negligent act by **You** or by any other person driving the **Insured Vehicle** with **Your** consent;
(f) results from an **Incident** outside the **Territorial Limits**;
(g) arises from a malicious damage claim not supported by a valid crime reference number or correspondence from the police or crime report;
(h) occurs where the **Insured Vehicle** was stolen by a person to whom **You** had given access to the keys;
(i) occurs while the **Insured Vehicle** was left unlocked, or where the keys or other device used to secure, access or start the **Insured Vehicle** were left in or on the **Vehicle**;
(j) arises from civil unrest, terrorism, riot or insurrection, war or any act incidental to war, whether declared or not;
(k) arises as a result of fraud or dishonesty; or
(l) is not the result of a claim under the accidental damage, fire or theft sections of the **Motor Insurance Policy**.

(3) **We** will not pay any costs relating to loss of use of the **Insured Vehicle** or any other costs that are indirectly caused by the event that led to **Your Total Loss** claim, unless this Policy expressly provides for such costs.

(4) **We** will not pay any amount due under the **Finance Agreement** relating to insurance premiums. **We** also exclude deposit allowances, discounts, rebates, concessions, cashbacks, incentives and contributions. **We** exclude new **Vehicle** registration fees, road fund licence fee, number plates, warranty costs, fuel, paintwork protection applications, other extras, arrears or negative equity.

(5) All policyholders will receive an **Excess Contribution** of up to £250, irrespective of the excess applicable under their motor insurance policy.

(6) **We** will not pay any claim or provide any benefit under this Policy if doing so would expose **Us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

14. HOW TO MAKE A CLAIM

If you wish to make a claim under this insurance cover, please contact the Claims Administrator on:

By Telephone: 0203 874 1603
By Email: support-miniprotect@gardx.co.uk
In Writing: Lake House, 2 Port Way, Port Solent, Portsmouth PO6 4TY

Your personalised Customer Care Portal on https://myaccount.gardxconnect.com . Please note to log in to the portal you'll need Your surname, vehicle registration, and either Your email or mobile number as shown on Your Schedule. If these details are missing or incorrect, please contact us.

If **You** need to make a claim, **You** must contact the **Claims Administrator** within 60 days of settlement by your motor insurer and follow the claims process set out in **Your** Policy documentation. **We** recommend that **You** do not accept a **Motor Insurance Settlement** offer from **Your Motor Insurer** until **You** have spoken to **Our** Claims Administrator and **We** have given **Our** consent, as **We** may be able to seek a higher **Motor Insurance Settlement** on **Your** behalf. All supporting information and documentation must be provided to **Us** as requested.

The following are the minimum documentation requirements:

- **Your** primary insurance schedule, confirming comprehensive coverage for **Your Vehicle** at the time of the total loss
- Policy terms and conditions for **Your** primary insurance
- The primary insurer's valuation of **Your Vehicle**
- Final pay-out letter or proof of payment from **Your** primary insurer

If **Your Vehicle** was financed:

- the final settlement figure from **Your** finance provider.
- **When Your cover ends?**
- The Policy will end on the earliest of the following dates:
    i. the **End Date** shown on **Your Schedule of Cover**;

ii. the date on which the **Insured Vehicle** is repossessed, where the **Insured Vehicle** has been purchased using a **Finance Agreement**;
iii. the date on which a claim is paid under this Policy;
iv. the date on which **We** cancel this Policy;
v. the date the **Insured Vehicle** is sold or transferred by **You** to another party other than an immediate family member (parent, spouse, civil partner, son, or daughter);
vi. the date on which **You** no longer hold a fully comprehensive **Motor Insurance Policy** covering the **Insured Vehicle**;
vii. the date **You** are no longer resident in the United Kingdom.

- This Policy cannot be renewed.

15. CANCELLATION

Your right to cancel

If **You** wish to cancel this Policy, **You** must contact the **Policy Administrator**.

There will be no fee charged if the cancellation occurs after the cooling-off period.
If **You** have made a claim under this Policy, **We** will not refund any **Premium**.

(a) Within the **cooling**-**off period** – **You** may cancel this cover within 14 days of the **Start Date** or the date **You** receive these Policy documents, whichever is later. During this period, **You** will be entitled to a full refund of any **Premium** paid, or of any **Premium** instalments that have been paid, provided **You** have not made a claim under this Policy.

(b) After the **cooling-off period** – **You** may cancel the Policy at any time. If **You** have paid the **Premium** in full, **You** will receive a refund for the unused period of cover. If **You** are paying by **Premium** instalments, those instalments will stop from the date of cancellation, but **You** will not receive a refund as **You** will have only been charged for the cover **You** have already received. However, if **You** have made a claim, the full **Premium** for the Policy will be payable.

To cancel **Your** Policy, please contact **Us** using the details below:

- By Telephone: +44 333 006 9641
- By Email: customerservices@mini.qover.com
- In writing: Waterside, Unit 33, Schooner Court, 44-48 Wharf Road - London N1 7UX

Our right to cancel

If **We** cancel **Your** Policy, **We** will notify **You** in writing to the most recent address held on **Our** records.

We may cancel **Your** Policy immediately in the following circumstances:

- if **You** commit fraud or intentionally provide false information;
- if this Policy becomes invalid for any reason;
- if **You** fail to pay the **Premium** or a **Premium** instalment by the due date.

We may also cancel this Policy by giving **You** 30 days' written notice at **Your** last known address. If **We** cancel **Your** Policy, **You** will not be required to pay any further **Premium** and, if **You** have already paid the **Premium** in full, **You** will receive a refund relating to the unexpired period of cover.

Valid reasons for which **We** might cancel **Your** Policy include, but are not limited to:

- where there is a change to the risk that means **We** can no longer provide cover;
- if **You** display threatening or abusive behaviour towards **Us**, the **Policy Administrator** or any other party involved in **Your** cover;
- if **You** refuse to co-operate with **Us** or the **Policy Administrator** or fail to supply information **We** request.
-
- **Fraud / invalid cover**
- **We** are required to take steps to prevent fraud and dishonesty. In the event of a claim, details of the claim and the information **You** have provided may be shared with other insurers to help detect or prevent fraudulent activity.
- **Fraud**
- If **We** discover that **You**, or someone acting on **Your** behalf, has acted dishonestly or committed fraud in connection with a claim:
  (a) **We** will not make any further payment and may seek to recover any amount **We** have already paid to **You**;
  (b) **We** may cancel this Policy with effect from the time **We** became aware of the fraud;
  (c) if **We** cancel the Policy, **We** will not pay any claim that arises after the time of the fraud; and
  (d) if **We** cancel the Policy under this section, **We** will not return any **Premium** that **You** have paid.
- **Invalid cover**

- If **We** make a claim payment as a result of **Your** dishonesty or the dishonesty of someone acting on **Your** behalf, **You** must repay to **Us** any amount paid by **Us**. **We** may take legal action to recover such sums and any related costs incurred by **Us**.

16. GENERAL CONDITIONS

i. **Return to Invoice** cover under this Policy must be purchased within 120 days of delivery of the **Insured Vehicle**.

ii. Where applicable, if **You** decide not to accept the offer of a replacement **Vehicle** made by **Your Motor Insurer** under the terms of the **Motor Insurance Policy**, **We** may assess the claim by reference to the cost of a replacement **Vehicle** at the **Date of Total Loss**, using **Price Guide** retail value as the current replacement price. Please note that if **You** decline the offered replacement **Vehicle**, this may mean that no benefit is payable under this Policy.

iii. This Policy cannot be renewed.

iv. **You** must answer any request for information **We** make honestly and fully when **You** take out cover under this Policy or when **You** request any variation to **Your** cover. If any statement of fact **You** make is untrue or misleading, this may affect the validity of **Your** Policy and whether **You** can claim.

v. **You** must not continue to drive the **Insured Vehicle** after any damage or **Incident** if doing so may cause further damage to the **Insured Vehicle**.

vi. This Policy has been issued based on the information **You** have given **Us** about **Yourself** and the **Insured Vehicle**. **You** have a duty to tell **Us** as soon as **You** are aware of any change to that information, including, for example, a change of address or a change in the use of the **Insured Vehicle**, such as being used for private hire. If **You** fail to notify **Us**, **Your** cover under this Policy may be invalidated. **We** will then inform **You** of any changes to the terms.

vii. If the risk covered by this Policy is also covered by any other insurance or warranty, **We** will only be liable for **Our** fair proportion of any benefit that would otherwise be payable.

viii. **You** may not transfer this Policy to another person or use it as security for any debt or obligation in any way.

ix. If **Your Vehicle** is declared a **Total Loss** by the **Motor Insurer**, and 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 conditions: the replacement **Vehicle** must have been provided by the **Motor Insurer** in settlement of a claim for the **Total Loss** of **Your Vehicle**; the **Start Date** of the Policy will remain unchanged; the period of insurance will remain unchanged; and **You** have not made a claim under **Your Policy** in respect of **Your Vehicle** or **Motor Insurance Excess**.
If **You** purchased **Your Vehicle** under a **Finance Agreement**, the purchase price of **Your original Vehicle** will be used to calculate any future claim under this Policy, regardless of whether the replacement **Vehicle** is more or less expensive than **Your** original **Vehicle**.

17. PRIVACY NOTICE – USING YOUR PERSONAL INFORMATION

We will keep **Your** personal information secure and private. There are laws that protect **Your** privacy, and **We** follow them carefully. Under those laws, **We** are the company responsible for handling **Your** information (Data Controller). This notice explains how **We** use **Your** personal information.

What We do with Your personal information

We may use the information **We** hold about **You** to:

- assess whether **We** can offer **You** this insurance through **Our** computerised systems;
- assist **You** with queries or claims;
- provide **You** with information, products or services if **You** ask **Us** to;
- carry out research or statistical analysis.

We will need **Your** information to:

- provide this insurance;
- contact **You** about renewal;
- protect **You** and **Us** against fraud and money laundering;
- comply with legal and regulatory requirements.

18. DATA PROTECTION

For further information on how Qover processes your personal data, please visit this link. If you have any questions or wish to exercise your data protection rights, you may contact Qover's Data Protection Officer at privacy@qover.com.

We will not keep **Your** information for longer than necessary. **We** will usually keep it for up to 10 years after **Your** insurance ends unless **We** need to retain it for other business or regulatory reasons.

19. COMPLAINTS PROCEDURE

We hope **You** do not need to complain but if **You** wish to complain about the administration of this Policy or about a claim, please contact the **Policy Administrator** using the details below:

- By Telephone: +44 333 006 9641
- By Email: mediation@qover.com
- In writing: Waterside, Unit 33, Schooner Court, 44-48 Wharf Road - London N1 7UX.

20. REFERRING YOUR COMPLAINT TO THE FINANCIAL OMBUDSMAN SERVICE

If **You** are not satisfied with the response, or if **You** have not received a response within 8 weeks of the date **Your** complaint was received, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service can review complaints from eligible complainants, but **You** must do so within 6 months of receiving a final response from **Us** or from someone acting on **Our** behalf.

Further information is available at www.financial-ombudsman.org.uk. The Financial Ombudsman Service is independent and provides a free and impartial service to help resolve complaints where **We** have not been able to resolve matters to **Your** satisfaction.

Their contact details are:
Financial Ombudsman Service, Exchange Tower,
Harbour Exchange Square, London, E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landlines)
0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers)
Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect **Your** legal rights.

21. FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. If **We** are unable to meet **Our** obligations to **You** under this insurance, **You** may be entitled to compensation from the Scheme. 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

22. LEGAL AND REGULATORY

This policy is underwritten by Helvetia Global Solutions Ltd, UK Branch. Helvetia Global Solutions Ltd is incorporated in Liechtenstein, registration number 0002191766. Helvetia Global Solutions Ltd's UK branch is registered in England & Wales under UK Establishment number BR024650. The UK Establishment address is 6 Bevis Marks, London, EC3A 7BA. Helvetia Global Solutions Ltd is authorised and regulated by the Liechtenstein Financial Market Authority and authorised by the Prudential Regulation Authority. **It** is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority and is registered on the Financial Services Register under firm reference number 454140.

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.