

#### THANK YOU FOR CHOOSING TOTAL LOSS GAP TO PROTECT YOUR VEHICLE

At Total Loss Gap we want You to understand how Your policy would perform should you need to make a claim. Therefore, it is important that You read this document as it contains the full terms and conditions of Your policy.

If You have any questions or would like to talk about Your policy, please contact Us on 0800 195 4926, or email

[customerservices@aequitasautomotive.co.uk](mailto:customerservices@aequitasautomotive.co.uk).

#### WHAT DOES YOUR TOTAL LOSS GAP INSURANCE COVER?

In the event of Your Vehicle being declared a Total Loss, providing Your own Motor Insurance company have agreed to give full indemnity for Your claim, Your policy will pay the difference between the Motor Insurers Settlement at the point of Total Loss and the higher of:

1. The amount outstanding on finance; or
2. The original Net Invoice Selling Price you paid ;or
3. The cost of a Replacement Vehicle, matching the original Vehicle

specification or an equivalent superseding model in the event this is no longer available.

If You purchased Your Vehicle under a finance agreement and do not have the legal right to own the Vehicle at the end of the agreement, any settlement would be based on the amount of outstanding finance at the point of Total Loss.

Your policy will pay up to £250 towards the cost of your Motor Insurance Excess.

#### ELIGIBILITY

You are eligible for Total Loss GAP Insurance provided that:

- 1.You purchase this policy within 365 days of taking ownership of the Vehicle;
2. The Net Invoice Selling Price does not exceed £75,000 (Seventy Five Thousand Pounds).
3. Your Vehicle is listed in Glass's Guide and is less than 8 years old, and has less than 80,000 miles on the clock on the day You purchase this policy.
4. You are resident in England, Scotland, Northern Ireland, Wales, the Isle of Man or the Channel Islands on the start date and remain so

throughout the period of insurance.

- 5.You are at least 18 years of age;
- 6.You have purchased the insured vehicle with monies advanced under a finance agreement or with your own funds.
7. You have paid or agreed to pay the premium and agreed to comply with the terms and conditions of this policy.
- 8.You have motor insurance in place for your insured vehicle.
- 9.Your vehicle is not an excluded vehicle.

Please refer to Section 2 of you policy document for full details.

#### WHO PROVIDES THIS INSURANCE

Total Loss Gap is a trading name of Aequitas Automotive Limited. We are regulated as an Appointed Representative by the Financial Conduct Authority, FCA number 541186. Our Registered Address is: Waterloo Court, The Foundry, Marcus Street, Birkenhead, Wirral, Merseyside, CH41 1EU.

This insurance cover is underwritten by Qudos Insurance A/S Kongevejen 371, DK2840 Holte, Denmark. Qudos Insurance A/S is authorised and regulated by Finanstilsynet (The Danish FSA). As an insurance company authorised within the European Union Qudos Insurance A/S is permitted to conduct business in the United Kingdom and is authorised by the FCA.

#### CONTACT NUMBERS

**Policy Administration** ... 0800 195 4926

**Claims Line** ..... 0114 321 9877

#### HOW TO CLAIM

In the event of possible claim under this policy please follow the claims procedure set out below with written notice of the facts on which the claim is based, to be provided to the Claims Administrator within 120 days of the date of the loss.

If such notice should not be given within such period or any extension agreed by The Insurer, no payment under this policy will be granted.

Please refer to Section 7 of you policy document for full details.

#### CLAIMS PROCEDURE

Contact the Claims Administrator: Tobell Insurance Services Ltd, Westthorpe Business Innovation Centre, Westthorpe Business Park, Killamarsh. S21 1TZ.

Or telephone them on 0114 321 9877 and have the following information:-

- Your name, address and postcode;
- A daytime contact telephone number;

- The policy reference number;
- Details of the Vehicle.

The Claims Administrator will then advise You how to proceed with Your claim. Please quote Your policy number in all correspondence. Tobell Insurance Services Limited are an insurers agent and in the matter of a claim act on behalf of The Insurer.

Please refer to Section 2 of you policy document for full details.

## BEST ENDEAVOURS

You shall, prior to the acceptance of any claim hereunder, demonstrate to the satisfaction of The Insurer that You have used Your best endeavours to obtain the maximum settlement under Your Motor Insurance Policy.

If You accept an offer of settlement from Your Motor Insurer of less than

the current Market Value of the Vehicle, The Insurer reserves the right to contact the Motor 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.

## CANCELLATION

If You decide that for any reason, this Policy does not meet Your insurance needs then please return it to the Administrator within 30 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, We will then refund Your premium in full.

Thereafter, You may cancel Your policy in writing at any time provided You have not made a claim and receive a pro rata refund of Your premium based on the number of whole months remaining subject to the deduction of a retention fee of £35. Requests for cancellation should be made in writing to the Administrator.

Please refer to Section 1 of you policy document for full details.

## WE CANNOT COVER YOU IF YOUR VEHICLE:

- Has a purchase price or P11D value of over £75,000.
- Is not listed in Glass's Guide.
- Is going to be used as a Taxi, Private Hire, Chauffeur, Carrier and Driving School.
- Is going to be used for any Racing, Rallying or any competition

purposes.

- Is a Motorhome or Motorbike.
- Has not been purchased from a VAT registered Dealership/Garage within the last 365 days.

Please refer to Section 3 of you policy document for full details.

## CUSTOMER SERVICES/COMPLAINTS

It is Our intention to give You the best possible service but if You do have questions or concerns about this insurance or the handling of a claim You should follow the complaints procedure below:

For complaints regarding the sale of Your policy: In the first instance please contact:

Head of Customer Services, Aequitas Automotive Limited, 56 Hamilton Square, Birkenhead, Wirral, Merseyside, CH41 5AS.

Tel: 0800 195 4926

Email: [customerservices@aequitas-automotive.co.uk](mailto:customerservices@aequitas-automotive.co.uk)

In all correspondence please state Your full name, address and registration number.

If Your complaint cannot be resolved by the end of the next working day, Aequitas Automotive Limited trading as Total Loss Gap will pass it to:

Tobell Insurance Services Ltd, Westthorpe Business Innovation Centre, Westthorpe Business Park, Killamarsh, S21 1TZ

Tel: 0114 321 9680

Email: [customerservices@tobell.co.uk](mailto:customerservices@tobell.co.uk)

For complaints regarding a claim under Your policy: In the first instance please contact the Claims Administrator. Tobell Insurance Services Ltd, Westthorpe Business Innovation Centre, Westthorpe Business Park, Killamarsh, S21 1TZ, Tel: 0114 321 9680

Email: [claims@tobell.co.uk](mailto:claims@tobell.co.uk)

If it is not possible to reach an agreement, You have the right to make a complaint to the Financial Ombudsman Service. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR,

Tel: 0845 080 1800

Please refer to Section 8 of you policy document for full details.

## CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- Supply accurate and complete answers to all the questions We or the Administrator may ask as part of Your application for cover under the policy.
- To make sure that all information supplied as part of Your application

for cover is true and correct.

- Tell Us of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.

## 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.

Pease refer to Section 7 of you policy document for full details.

## CUSTOMER COMPENSATION

Qudos Insurance A/S is covered by the Financial Services Compensation Scheme (FSCS).

If Qudos is unable to meet its financial obligations you may be entitled to compensation from the scheme depending on the type of insurance cover and the circumstances of the claim.

For this type of insurance cover 90% of your claim is covered without any upper limit on the maximum payment. Further information about compensation scheme arrangements is available at

[www.fscs.org.uk](http://www.fscs.org.uk) and on 020 941 4100 or 0800 678 1100.

Please refer to Section 10 of you policy document for full details.