# total loss gap...



#### CONTRACT HIRE GAP INSURANCE - CARS AND LIGHT VANS UP TO 3.5TGVW

## **CUSTOMER COPY – PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS**

This document does not contain the full policy terms and conditions of Contract Hire Gap Insurance. This document does

not override the terms and conditions set out in the policy, a copy of which is available on request and which will be sent to you once your application for insurance has been accepted. On receipt of your policy you will have time to decide if you want to cancel the policy.

#### WHAT IS CONTRACT HIRE GAP INSURANCE

This policy protects against the financial shortfall you may face if your vehicle is the subject of an insurance total loss due to fire, accident or theft. A total loss means that in your motor insurer's view the vehicle is damaged beyond economical repair or that the vehicle has been stolen and not recovered.

Your comprehensive motor insurance policy will only make a payment based on what the motor insurer considers to be a

reasonable value at the date of total loss. Contract Hire Gap Insurance at the date of total loss will pay an amount equal to the difference between your motor insurance settlement and your early settlement amount.

We derive market value from the retail value shown in Glass's Guide publication for a vehicle of similar make, model, age, mileage and condition.

#### **BENEFIT**

In the event of the total loss of the insured vehicle after the start date and before the end date we will pay a maximum benefit equal to the difference between your motor insurance settlement and your early settlement amount.

This insurance will also pay the excess deducted by your motor insurer up to £250.

#### WHO PROVIDES THIS INSURANCE

This insurance 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.

#### WHO IS ELIGIBLE FOR COVER

You are eligible for Contract Hire Gap insurance provided that:

- You are resident in England, Scotland, Northern Ireland, Wales, the Isle of Man or the Channel Islands on the start date and remains so throughout the period of insurance;
- You are at least 18 years of age;
- You have purchased the insured vehicle with monies advanced under a finance agreement or you have entered into a hire or lease agreement for the insured vehicle;
- You have paid or agreed to pay the premium and agreed to comply with the terms and conditions of this policy;
- You have motor insurance in place for your insured vehicle; and
- Your vehicle is not an excluded vehicle

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

### **EXCLUDED VEHICLES**

The following vehicles and uses are excluded:

- Scooters, motorcycles, touring caravans, mobile homes, non- UK specification vehicles or those not built for principal sale in the UK, grey imports, kit cars and replica cars;
- Buses, coaches, commercial vehicles of more than 3500 kg, trucks, heavy goods vehicles or any vehicles not listed in the Glass's Guide publication;
- Those modified other than in accordance with the manufacturer's specifications; or

 Those stolen by any person having access to the keys of the insured vehicle.

The following uses of vehicles are excluded:

- Emergency, military, courier, delivery, invalid carrier or driving instruction;
- Hire or reward of whatsoever nature, or use as a taxi; or
- Road racing, rallying, pace-making, speed testing or any other competitive event.

Please refer to Section 5 of your policy document for full details.



#### **POLICY DURATION**

This insurance cover will start from the date you purchased your vehicle and will last until the earlier of:

- End date of cover as shown in the schedule;
- Date on which the insured vehicle is repossessed by the finance company;
- Date on which the insured vehicle is sold or transferred to a new owner;
- Your hire or lease agreement is terminated, for any

#### reason;

- Date the policy is cancelled in accordance with its terms;
- Date of claim under the policy;
- The date of non- payment of premium by you; or
- The date you receive a replacement vehicle from your motor insurer and have failed to advise us or the date you sell your vehicle privately and the new owner fails to contact us.

#### PRINCIPLE EXCLUSIONS

The Benefit will not be paid if your claim:

- Is caused when the insured vehicle is driven with your general consent by someone who does not hold a valid driving licence or is in breach of the conditions of that driving licence;
- Results from you or any other person with your general consent driving the insured vehicle when intoxicated or under the influence of alcohol or drugs not prescribed by a medical practitioner or drugs prescribed by a medical practitioner where advice against driving has been given;
- Arises from an accident, theft, act of vandalism or flood outside the territorial limits where the insured vehicle has been driven for more than 30 days in any 12 months of

cover; or

 Is caused by or arises from an intentional act or your wilful neglect;

The Benefit will not be paid if:

- You do not have motor insurance in place from the start date until the date of total loss;
- Your motor insurance claim is declined and you have not received a motor insurance settlement.
- Your insured vehicle is not mentioned in Glass's Guide.

Please refer to Section 4 of your policy document for full details.

#### **CANCELLATION RIGHTS**

You may cancel your insurance cover within 14 days of receiving the policy and receive a full refund of the premium paid.

You may cancel your insurance cover at any time after 14 days and receive a pro rata refund of the number of complete unexpired days remaining of your insurance cover less our administration fee of £35 including IPT.

We will not refund any premium paid if a claim has been paid or if an incident that may give rise to a claim has occurred.

To cancel this insurance cover please contact the administrator on 01143 219876.

Please refer to Section 9 of your policy document for full details.

#### TRANSFER RIGHTS

You are able to transfer the unexpired portion of your insurance cover to a new vehicle if either:

- Your motor insurer provides a replacement vehicle under the terms of your motor insurance in the event of a total loss; or
- You sell your insured vehicle and purchase a new vehicle.

An additional premium may be applicable if your replacement vehicle is of a different make, model or specification as the

original.

You cannot transfer your insurance cover if a claim or an incident that may give rise to a claim has occurred.

You will be charged an administration fee of £35 including IPT to transfer your insurance cover.

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

#### **HOW TO CLAIM**

If you wish to make a claim please call 01143 219877 to obtain a claim form.

Do not accept a settlement offer from your motor insurer without first contacting the administrator.

If you accept a settlement figure from your motor insurer which is less than the market value of your insured vehicle we will

instruct the administrator to calculate the benefit using the market value

of the insured vehicle according to the retail value shown in the Glass's Guide publication.

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



#### **HOW TO MAKE A COMPLAINT**

We always aim to provide a first class standard of service. However, if you are dissatisfied you should in the first instance address your enquiry to the administrator quoting your policy  $\verb"number"$ . Telephone: 01143 219680, email: customerservices@tobell.co.uk. You may also contact the insurer about your complaint on the contact details below:

The Underwriting Manager (Complaints), Qudos Insurance A/S, Kongevejen 371, DK 2840 Holte, Denmark.

If you are dissatisfied with the response you receive in relation to your complaint or your complaint is not resolved within 8 weeks you have the right to refer your complaint to the Financial Ombudsman Service: The Financial Ombudsman Service (FOS), Exchange Tower, London E14 9SR.

Please refer to Section 11 of your 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 and on 020 941 4100 or 0800 678 1100.

Please refer to Section 13 of your policy document for full details.

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#### **CONTRACT HIRE GAP - DEPOSIT PROTECTION INSURANCE**

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This document does not contain the full policy terms and conditions of Contract Hire Gap Deposit Protection Insurance. This document does not override the terms and conditions set out in the policy, a copy of which is available on request and which will be sent to you once your application for insurance has been accepted. On receipt of your policy you will have time to decide if you want to cancel the policy.

This additional cover is designed to offer additional protection to the standard terms of your Contract Hire Insurance, and all the terms and conditions of the Contract Hire Gap Insurance apply also to this deposit cover, and must be read as one single contract.

Subject to the additional premium being paid and the cover being purchased only at the same time as the Contract Hire Gap insurance; we will, in the event of a valid claim, cover the deposit paid as detailed on the original finance agreement up to the amount stated on the schedule of insurance.

This cover cannot be purchased separately under any circumstances and is intended only as an optional additional benefit to Tobell Contract Hire Gap Insurance.

#### WHO PROVIDES THIS INSURANCE

This insurance 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.

#### **POLICY DURATION**

This insurance cover will start from the date you purchased your vehicle and will last until the earlier of:

- End date of cover as shown in the schedule;
- Date on which the insured vehicle is repossessed by the finance company;
- Date on which the insured vehicle is sold or transferred to a new owner;
- Your hire or lease agreement is terminated, for any

reason;

- Date the policy is cancelled in accordance with its terms;
- Date of claim under the policy;
- The date of non- payment of premium by you; or
- The date you receive a replacement vehicle from your motor insurer and have failed to advise us or the date you sell your vehicle privately and the new owner fails to contact us.

#### **HOW TO CLAIM**

If you wish to make a claim please call 01143 219877 to obtain a claim form.

Do not accept a settlement offer from your motor insurer without first contacting the administrator.

If you accept a settlement figure from your motor insurer which is less than the market value of your insured vehicle we will

instruct the administrator to calculate the benefit using the market value

of the insured vehicle according to the retail value shown in the Glass's Guide publication.

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

#### **HOW TO MAKE A COMPLAINT**

We always aim to provide a first class standard of service. However, if you are dissatisfied you should in the first instance address your enquiry to the administrator quoting your policy number. Telephone: 01143 219680, email: customerservices@tobell.co.uk. You may also contact the insurer about your complaint on the contact details below:

The Underwriting Manager (Complaints), Qudos Insurance A/S, Kongevejen 371, DK 2840 Holte, Denmark.

If you are dissatisfied with the response you receive in relation to your complaint or your complaint is not resolved within 8 weeks you have the right to refer your complaint to the Financial Ombudsman Service: The Financial Ombudsman Service (FOS), Exchange Tower, London E14 9SR.

Please refer to Section 5 of your 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 and on 020 941 4100 or 0800 678 1100.

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

