

This Insurance is accepted and underwritten by IGI Insurance Company Limited on behalf of Auto Protect (MBI) Limited.

### 1. UNDERSTANDING YOUR POLICY

Please read this policy carefully and make sure You understand and fully comply with its terms and conditions, failure to do so may jeopardize the payment of any claim; which might arise and could lead to the policy becoming void. Please ensure You keep it in a safe place so You can read it again if You need to.

#### The Policy

We will provide the insurance as stated in this policy. Your Proposal/Policy Schedule, which includes the signed declaration and the undertaking to pay the premium, is the basis of the contract and forms part of the policy. The policy contains details of the insurance cover You have bought, what is excluded from the cover and the conditions of this insurance.

#### Contract of insurance

This policy is evidence of a contract of insurance. This policy will only become effective when We have received payment in full and received and accepted Your Proposal/Policy Schedule. This policy is not transferable.

#### The Proposal/Policy Schedule

This must be kept with the policy booklet, and contains Your details, details of the Vehicle and the Period of Insurance. Please check that the information contained in the Proposal/Policy Schedule is correct and that it meets Your requirements. If it does not, please contact the Introducer who arranged this insurance for You or the Administrator.

### 2. Legal Rights

This insurance is in addition to Your legal rights and is not to be substituted for the supplier's liability if the Vehicle is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

### 3. Making a Claim:

Should you need to make a claim, you may find the following advice helpful:

- Always call us on 0870 766 6667 before accepting any offer from your Motor Insurance Policy. If you do accept an offer before contacting the administrator any claim settlement made to you could be changed to reflect the true value of your vehicle at the time of the total loss; and
- Follow the claims procedure which is explained under section 11 of this policy.

### 4. Definitions:

The words below have a specific meaning. Whenever they appear in this policy booklet, they will appear in bold type.

**Administrator, Our, Us, We:** The appointed administrator, Auto Protect (MBI) Limited is appointed to administer this policy on behalf of the Insurer. Their address is Auto Protect (MBI) Limited, Cambridge House, Cambridge Road, Harlow, CM20 2EQ. Auto Protect (MBI) Limited is authorised and regulated by the Financial Services Authority (FSA). Their FSA registration number is 312143. This can be checked by visiting the FSA's website at [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting them on 0845 606 1234.

**Date of Loss:** The date of the incident occurring to the insured vehicle whereby a claim for total loss is subsequently paid under the motor insurance policy in respect of accidental damage, fire or theft.

**Insurance Schedule:** The document that makes this policy booklet personal to you. This can be found inside the back cover of this policy booklet.

**Insured Value:** The greater of:

The actual amount you received under the motor insurance policy in respect of the insured vehicle as a result of the total loss; or

**Market Value** at the date of loss of a motor vehicle which is the same age, mileage, make and model as the insured vehicle, such value to be determined by referring to Glass's Guide retail value. Dealer fitted accessories, extended warranties, any insurance premiums, administration fees and/or road fund licences are excluded.

**Insured Vehicle:** The vehicle shown in the insurance schedule.

**Insured, You, Your:** A UK resident who is eligible for and has applied for this Insurance and has agreed to pay the premium under this policy.

**Insurer:** IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG is authorised and regulated by the Financial Services Authority (FSA). Their FSA registration number is 202189. This can be checked by visiting the FSA's website at [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting them on 0845 606 1234.

**Motor Insurance Policy:** A policy for fully comprehensive motor insurance which covers the insured vehicle and is maintained throughout the Period of Insurance.

**Negative Equity:** An amount carried over from a previous lease/finance agreement which is not directly linked to the purchase of the insured vehicle.

**Net Invoice Purchase Price:** The purchase price of the insured vehicle after deducting any discount given. The net invoice purchase price includes any factory fitted accessories however excludes dealer fitted accessories, warranty charges, insurance premiums, administration charges and road fund licence.

**Lease/Finance Value:** The net invoice price of your vehicle after deduction from the gross invoice price of any discount given or deposit paid. It shall include factory fitted accessories and/or warranty charges and/or insurance premiums and/or road fund licence.

**Geographical Limits:** The United Kingdom and the countries of the European Economic Area.

**Total Loss:** The insured vehicle being the subject of accidental damage, fire or theft to the extent that a claim is paid under the motor insurance policy and the insured vehicle becomes the property of the motor insurance policy insurers.

### Vehicle

Any vehicle registered and principally used within the United Kingdom, having a maximum purchase price (including factory fitted accessories, but not dealer fitted accessories) of £75,000 which is the subject of a Lease/Finance Agreement or Cash Purchase and which is less than 7 years old on the date of commencement of the lease/finance agreement or cash purchase.

The following vehicle are excluded; Aston Martin, Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NSX models, Lamborghini, Lancia Thema, Lotus, Maserati, Maybach, Mitsubishi 3000GT, Marcos, Noble, Rolls Royce, TVR and Vans above 3500KG. Kit cars, Grey imports and any American make of vehicle unless manufactured as right-hand drive for the UK market. Any vehicle not mentioned in Glass's Guide, commercial vehicles over 3500kgs GVW, emergency vehicles, taxis, driving school vehicles, buses, scooters, motorcycles, invalid carriers or vehicles used for road racing, rallying, pace-making, speed testing or any other competitive event or any vehicle which has been modified other than in accordance with the manufacturers specifications and any make of vehicle not built for principal sale in the UK.

### 6. Period of Insurance:

Your Insurance will start from the date shown on Your Insurance Schedule. Your Insurance terminates as soon as any of the following events occur.

1. The expiry date, as shown in Your Insurance Schedule, is reached.

You, or anyone representing You defrauds or deliberately misleads the Insurer or Us.

You make a claim under this Insurance.

The premium for this Insurance is not paid.

The Insured Vehicle, as shown in Your Insurance Schedule is sold or transferred to a new owner.

### 7. Eligibility of Cover:

This policy contains general provisions and specific exclusions which define the extent of insurance cover. It is particularly important that You check that You are eligible to be covered under this policy by carefully reading the following summary of requirements. On the Start Date You:

1. You are the registered keeper of the Vehicle, or in respect of contract hire and leasing contracts the authorised driver for the Vehicle
2. You are covered under a comprehensive Motor Insurance Policy for your Vehicle.

Must be a UK resident; and

Must be 18 years of age or over.

### 8. General Conditions:

Your Vehicle must be insured by a fully comprehensive Motor Insurance Policy issued by an authorised UK motor insurer.

Your Insurance cannot be transferred from Your vehicle to another vehicle.

It is not possible for You to transfer this Insurance to another person(s).

The benefits of this Insurance may not be assigned to a third party.

Your vehicle must not exceed the 'Maximum Vehicle Purchase Price' or age shown in Your Insurance Schedule at the time of purchase.

Your Insurance will not cover:

2.1. Your vehicle if it is not shown in Glass's Guide.

2.2. **Excluded Vehicles:** Aston Martin, Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NSX models, Lamborghini, Lancia Thema, Lotus, Maserati, Maybach, Mitsubishi 3000GT, Marcos, Noble, Rolls Royce, TVR and Vans above 3500KG. Kit cars, Grey imports and any American make of vehicle unless manufactured as right-hand drive for the UK market.

2.3. Your vehicle if it is a commercial vehicle over 3,500 kg GVW.

2.4. Emergency vehicles, taxis, driving school vehicles, buses, scooters, motorcycles, invalid carriers or vehicles used for road racing, rallying, pace-making, speed testing or any other competitive event or any vehicle which has been modified other than in accordance with the manufacturers specifications and any make of vehicle not built for principal sale in the UK

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

### 9. What is Covered:

In the event of a **Total Loss** occurring within the **Geographical Limits** during the Period of Insurance the Insurer will pay the difference between the amount paid by Your Motor Insurance Policy and the balance of the outstanding lease/finance agreement excluding any arrears and **Negative Equity**.

In the event of a **Total Loss** occurring during the Period of Insurance, the Insurer will pay the cost of any policy excess to a maximum amount of £250, subject to the following conditions:

1. Confirmation from the Motor Insurer that a policy excess was applicable to Your Motor Insurance Policy; and

Confirmation from the Motor Insurer that the policy excess was not recoverable from any other source or negligent third party.

The maximum amount the Insurer will pay is shown on Your Insurance Schedule.

### 10. What is NOT Covered:

Your Insurance does not cover any claim:

1. Where a **Total Loss** which is not the subject of an indemnity under the accidental damage, fire or theft sections of Your Motor Insurance Policy.
2. Where the **Total Loss** occurs whilst the **Insured Vehicle** is being driven by any person not holding a licence to drive the **Insured Vehicle** or is under the influence of alcohol or drugs.
3. Where the **Total Loss** arises as a consequence of war, riot, civil commotion or terrorism.
4. In respect of any loss of use of the **Insured Vehicle** or any consequential loss of any kind.
5. Where the **Lease/Finance Value** exceeds the 'Claim Limit' given in Your Insurance Schedule.
6. In respect of any **Total Loss** by accident when the driver of the **Insured Vehicle** is under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner in respect of which a warning against driving has been given.
7. In respect of any **Total Loss** occurring outside the **Geographical Limits**.
8. In respect of any contents of the **Insured Vehicle**.
9. If the **Insured Vehicle** is stolen by any person having access to the keys of the **Insured Vehicle**.

10. Where **You** have accepted an offer of settlement under **Your Motor Insurance Policy** before referring the offer to **Us** for advise. If the settlement amount is below the **Market Value**, **We** may reduce the amount **We** pay to **You** by the difference.
11. Which is the subject of fraud or dishonesty.
12. If the **Insured Vehicle** has a purchase price greater than the 'Maximum Vehicle Purchase Price' shown in **Your Insurance Schedule**.
13. Where there is **Negative Equity included** within **Your Lease/Finance Value**. Any **Negative Equity** will be deducted from the settlement figure.
14. If the **Insured Vehicle** is used as a taxi or for hiring, driving school tuition, road racing, rallying, pace-making, speed testing or any other competitive event or reliability trials
15. If the **Insured Vehicle** has been modified other than in accordance with the manufacturer's specification.

**11. How to Make a Claim:**

If the **Insured Vehicle** is subject to a **Total Loss**, please notify **Us** within 30 days of the date of the event giving rise to that claim, together with, at **Your** expense, such information and proof as **We** may reasonably require. If such notice and information is not given within this 30 day period then, other than in exceptional circumstances, no benefits will be paid in respect of the claim.

To request a claim form please contact The Claims Department at the Insurer's address or by telephone on 0870 766 6667. **We** will send **You** a claim form which **You** must complete in full and return to AutoProtect MBI Ltd. **You** must supply all information and assistance which the **Administrator** may reasonably require in establishing the amount of any payment under **Your** policy.

**Note - Prior to agreeing any payment from Your motor insurer, You are requested to refer to the Administrator for advice.**

**12. Cooling Off Period:**

**We** hope **You** are happy with the cover this policy provides. However, if after reading this policy booklet, this insurance does not meet with **Your** requirements, please return it to the supplying dealer within 14 days from the date of issue and they will refund **Your** premium and notify the **Administrator**.

**13. Cancellation:**

You may cancel the policy within 14 days of the start date without financial penalty provided no claim has been made. Thereafter both parties must give 14 days notice of cancellation. The policy has no surrender value and no premium paid will be refunded after 14 days of the start date.

**14. Complaints Procedure:**

We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens We want to hear about it so that We can try to put things right. If You have cause for complaint it is important You know We are committed to providing You with an exceptional level of service and customer care.

Step One – Initiating **Your** complaint:  
Please contact **Us** at:

Auto Protect (MBI) Limited  
Cambridge House,  
Cambridge Road,  
Harlow,  
Essex,  
CM20 2EQ

Tel: 0870 766 6667  
Fax: 01279 457910

**We** expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage but if **You** remain dissatisfied **You** can take the issue further.

Step Two – Contacting the **Insurer**:

IGI Insurance Company Limited  
Market Square House

St James's Street  
Nottingham  
NG1 6FG

K W WARDELL  
Managing Director

Step Three – If **You** are still dissatisfied:

If **We** have given **You Our** final written response and **You** are still dissatisfied, **You** may refer **Your** case to The Financial Ombudsman Service

The FOS is an independent body that arbitrates on complaints after **We** have provided **You** with written confirmation that **Our** internal Complaints Procedure has been exhausted. Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR

Please note **You** that have 6 months from the date of **Our** final written response in which to refer **Your** complaint to the FOS. Referral to the FOS will not affect **Your** right to take legal action against **Us**.

The Complaints Procedure above does not affect any legal right **You** may have to take action against **Us** or the **Insurer**.

**15. Compensation Scheme:**

Auto Protect (MBI) Limited and IGI Insurance Company Limited 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 on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS website can be visited on the internet at [www.fscs.org.uk](http://www.fscs.org.uk) or they can be contacted on 020 7892 7300.

**16. Data Protection:**

For the purposes of the Data Protection Act 1998 the Data Controller in relation to any personal data **You** supply is Auto Protect (MBI) Limited. Auto Protect (MBI) Limited may use **Your** data to keep **You** informed by post, telephone or other means, of any products or services which may be of interest to **You**. If **You** do not wish to receive information from **Us** please write to the Data Protection Officer, Auto Protect (MBI) Limited, Cambridge House, Cambridge Road, Harlow, Essex, CM20 2EQ. With limited exceptions and on payment of an administration fee, **You** have the right to access and if necessary rectify information held about **You**. If **You** wish to make such an inspection, please write to **Us**.

**We** will use **Your** data to set up and administer **Your** policy, including underwriting and the handling of any claim that may arise, and send **Your** data in confidence for processing to other companies and repairers, including those located outside the European Union. It may also be disclosed to regulatory bodies for the purposes of ensuring compliance and crime prevention.

For our joint protection and training purposes calls may be monitored and recorded.

This policy is provided by:  
IGI Insurance Company Limited,  
Market Square House,  
St James's Street,  
Nottingham,  
NG1 6FG.

Registered No. 1229676.  
Telephone Number 0115 941 1022

Authorised and regulated by the Financial Services Authority

You can check the above details on the Financial Services Authority Register by visiting the FSA website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234

Signed for and on behalf of IGI Insurance Company Limited

