

## Chrysler Group Insurance Services Invoice GAP Insurance

### Summary of Cover

This is a summary of the cover provided under the Chrysler Group Insurance Services Invoice GAP Insurance Scheme, the Supplying Retailer is authorised to sell this insurance on behalf of the insurer, London General Insurance Company Limited (we/us/our). A copy of the full terms and conditions is available upon request.

#### ELIGIBILITY

You are eligible to take out protection if on the Policy start date:

- if you are an individual you are over 18 years old; and
- you are resident, or if you are a company are registered, in the United Kingdom, Channel Islands or the Isle of Man;

And the insured vehicle:

- is the sole vehicle listed in the finance agreement (if any); and
- is covered by comprehensive motor insurance; and
- is a private car; and
- is registered in the United Kingdom, and was first registered following manufacture no more than 8 years before the Policy start date; and
- has a purchase price\* of no more than £100,000 at the date of purchase; and
- has a mileage not exceeding 80,000 miles; and
- is not an American make of vehicle unless:
  - it was manufactured as a right hand drive; and
  - purchased from an authorised UK distributor and not imported directly; and
- is not an emergency vehicle, taxi, courier vehicle, bus, truck, motorcycle, motor home, trailer, heavy goods vehicle, licensed private hire vehicle, daily rental vehicle or invalid carrier; and
- has not been modified other than in accordance with the manufacturers specification.

#### BENEFIT

In the event of a comprehensive motor insurer declaring the insured vehicle a total loss, for example due to fire, an accident or theft of the insured vehicle, the Policy will pay the difference between the comprehensive motor insurer's settlement and the greater of:

a) the balance outstanding on your finance agreement, if any (excluding arrears on your finance agreement of greater than 3 months), OR

b) the purchase price\* of the insured vehicle;

subject to the claim limit detailed on the Schedule. This includes up to £250 of the motor insurance excess (if applicable).

\* Purchase price means the amount paid to purchase the insured vehicle after deducting any discount given,, excluding road fund licence, delivery charges, cherished number plate transfers, retailer fitted accessories and any other administration fees, insurance premiums or subscription charges. We will include any factory fitted options.

If the invoice purchase price of the insured vehicle is over 120% of its retail market value at the date of purchase as set out in Glass's Guide, we will adjust the value of any benefit paid to reflect the market value at the date of purchase. For instance, if the invoice purchase price is £4,000 and the value set out in Glass's Guide is £2,000, this is 100% more than the market value. We will allow 20% over the retail market value, but not the extra 80%, so we will reduce the amount payable by us by £1,600.

**Please Note:** For new vehicles the cost of road fund licence, first registration fee, delivery charges and number plates are included.

#### PLEASE NOTE:

- No amount will be payable in respect of any credit provided under the finance agreement (if any) which exceeds 120% of the insured vehicle's retail market value at the date of purchase as set out in Glass's Guide.
- Benefit is conditional upon you receiving a total loss payment under your comprehensive motor insurance.
- The vehicle is covered in the U.K., Isle of Man, Channel Islands and the European Economic Area (subject to your comprehensive motor insurance being valid whilst you are in the European Economic Area).

- In the event of a valid claim, any outstanding or uncollected premium(s) at the date of claim will be deducted from the amount payable by us under this Policy, but we will not deduct any premium(s) due after the date of such claim, and all benefit under this Policy will cease.

For further details please refer to section 4 of the Policy terms and conditions.

## POLICY TERM

The Policy provides cover for:

- a maximum term of 36 months if you do not have a finance agreement or there is no outstanding balance on your finance agreement; or
- a maximum term of 60 months if you have an outstanding balance on your finance agreement providing the premium is paid when due.

## MAIN EXCLUSIONS

No benefit will be paid:

- If the insured vehicle is not covered by comprehensive motor insurance at all times.
- If the driver of the insured vehicle at the time of the total loss was driving illegally (including but not limited to driving without a valid licence or whilst driving under the influence of alcohol or drugs) except in the event of theft.
- If you are offered a replacement vehicle under the terms of your comprehensive motor insurance\*.
- For any finance due on or carried across to your insured vehicle from previous finance agreements (if any).
- For any motor insurance excess above £250 or if the motor insurance excess is recoverable from a third party.

\*In this event, subject to certain conditions, you may be allowed to transfer the Policy to your replacement vehicle for the remainder of the original Policy term. Please refer to Policy terms and conditions for details.

A full list of exclusions is contained within section 4 of the Policy terms and conditions.

## GENERAL

- **Law Applicable:** Unless agreed to the contrary prior to Policy inception, this Policy shall be subject to the law of England and Wales, Northern Ireland or Scotland dependant upon the residential location of the policyholder.
- **Compensation:** You may be entitled to compensation under the Financial Services Compensation Scheme in the event that we are unable to meet our liabilities in full.
- **Payment Options:** The following payment options may be available to you :
  1. Payment in full at date of application.
  2. Monthly payment by Direct Debit. As payments are made in arrears, each payment corresponds to the cover already provided under the Policy.
- **Claims and complaints:** If you have any queries associated with this product including those relating to claims or complaints you may write to the Administrator, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF. Complaints may be referred to the Insurer at their address below and independent advice may be gained from the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR, Telephone 0845 080 1800. None of the above affects any right of action you may have.
- **Cancellation:** You may cancel this cover within 30 days of receiving your Policy documentation with a full refund by writing to the Administrator, at the above address, providing no claim has been made during this period. You may cancel the Policy at any time, however if you cancel after such period no refund of premium will be due. In the event that you have agreed to a monthly payment plan you will not be liable for any further payments with the exception of any payment due in the 30 days following the date you cancel, as we reserve the right to collect any payment which relates to cover already provided under this Policy.
- **Language:** This Policy is written in English and all correspondence entered into shall be in English.
- **Insurer:** The insurer is London General Insurance Company Limited registered number 1865673, whose head and registered offices are at Integra House, Floor 2, Vicarage Road, Egham, Surrey TW20 9JZ. The insurer is authorised and regulated by the Financial Services Authority, FRN 202869.
- **Special needs:** For large print, audio and Braille you can call us on 0844 871 8061 or text telephone 0844 871 8211.
- **Important Information:** This document is for summary purposes only and intended as a quick reference guide. Full terms and conditions are detailed in the Policy Documentation.

**Chrysler Group Insurance Services**  
**Invoice GAP Insurance**  
Administered by TWG Services Limited

## 1. INTRODUCTION

This Policy in connection with **Your Schedule** proves that **You** have chosen protection under the Chrysler Group Insurance Services Invoice GAP Insurance Scheme, and that **You** will be protected by it provided the relevant insurance premium(s) are paid. This insurance is a FSA regulated product.

Some words in this Policy have special meanings, which are explained in Part 3, under the heading **MEANING OF WORDS**. Whenever these words are shown in **bold type**, they have these special meanings; otherwise they have their ordinary everyday meanings. Please note also that **We**, **Us** or **Our** refers to the Insurer who is London General Insurance Company Limited, registered number 1865673, which is a private company limited by shares and incorporated in England, authorised and regulated by the Financial Services Authority, FRN202689, whose head and registered office is at Integra House, Floor 2, Vicarage Road, Egham, Surrey TW20 9JZ, and **You** or **Your** refers to an individual or company who is party to the **Agreement** and who has applied for the insurance and has agreed to pay the premium under this Policy, being the individual or company who will benefit from the protection provided by this Policy. The Supplying Retailer named on **Your Schedule** acts as **Our** agent in respect of this insurance.

The Policy shows the details of the benefit provided for **You** if **You** suffer a **Total Loss**. Part 4 explains the benefits of the Policy, together with circumstances when **You** cannot claim and **We** have listed certain general information about **Your** Policy in Part 7.

### Customers with special needs

If **You** have hearing or speech difficulties **You** can text telephone **Us** on 0844 871 8211. This document and all **Our** literature is available in large print, audio and Braille - **We** will be happy to supply **You** with a copy on written request or **You** can call **Us** on 0844 871 8061.

## 2. ARE YOU ELIGIBLE?

**You** are eligible to take out protection if at the **Starting Date**:

- if **You** are an individual **You** are over 18 years old; and
- **You** are resident, or if **You** are a company are registered, in the United Kingdom, Channel Islands or the Isle of Man;

And the **Insured Vehicle**:

- is the sole vehicle listed in the **Agreement** (if any); and
- is covered by **Comprehensive Motor Insurance**; and
- is a private car; and
- is registered in the United Kingdom, and was first registered following manufacture no more than 8 years before the **Starting Date**; and
- has a **Purchase Price** of no more than £100,000 at the **Date of Purchase**; and
- has a mileage not exceeding 80,000 miles; and
- is not an American make of vehicle unless:
  - it was manufactured as a right hand drive; and
  - purchased from an authorised UK distributor and not imported directly; and
- is not an emergency vehicle, taxi, courier vehicle, bus, truck, motorcycle, motor home, trailer, heavy goods vehicle, licensed private hire vehicle, daily rental vehicle or invalid carrier; and
- has not been modified other than in accordance with the manufacturer's specifications.

### **Please Note:**

The **Insured Vehicle** must be covered by **Comprehensive Motor Insurance** throughout the term of the Policy.

### **IMPORTANT**

Please read Part 2 and Part 4 of the Policy carefully as they may affect **Your** decision as to whether the Policy is suitable for **You**.

## 3. MEANING OF WORDS

### **Agreement**

**Your** credit or hire purchase agreement with the **Finance Company** (if any) in respect of the **Insured Vehicle**.

### **Comprehensive Motor Insurance**

A policy of road risks motor insurance which covers accidental loss or damage to the **Insured Vehicle** in addition to third party, fire and theft cover.

### **Date of Loss**

The date of the incident occurring to the **Insured Vehicle** in respect of which a claim for **Total Loss** is paid under **Comprehensive Motor Insurance**.

### **Date of Purchase**

The date on which **You** purchased the **Insured Vehicle**.

### **End Date**

The date **Your** protection ends as explained in Part 5.

### **Finance Company**

The company(ies) with whom **You** have an **Agreement** (if any) in respect of the **Insured Vehicle**.

### **Insured Value**

The greater of:

- The actual amount that **You** receive under the **Comprehensive Motor Insurance** (inclusive of any salvage value paid by **You**) and before deduction by the insurer under the **Comprehensive Motor Insurance** policy of any outstanding premium owed under that policy; OR
- The **Market Value**.

### **Insured Vehicle**

The vehicle purchased by **You** or the **Finance Company** within the terms of **Your Agreement** which meets the eligibility criteria set out in this Policy, but not including vehicles used for hire and reward, driving school tuition, 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 manufacturer's specifications.

### **Market Value**

The market value at the **Date of Loss**, of a vehicle which is the equivalent age, make, condition, and model as the **Insured Vehicle**.

**We** will determine this value by looking at:

- Glass's Guide (the retail price for a vehicle of the same specification); and/or
- The manufacturer's recommended retail price list inclusive of any factory fitted options.

### **Purchase Price**

The amount paid to purchase the **Insured Vehicle** after deducting any discount given, excluding road fund licence, delivery charges, cherished number plate transfers, **Retailer Fitted Accessories** and any other administration fees, insurance premiums or subscription charges. **We** will include any factory fitted options.

If the invoice purchase price of the **Insured Vehicle** is over 120% of its retail market value at the time of purchase as set out in Glass's Guide, **We** will adjust the value of any benefit paid to reflect the market value at the time of purchase. For instance, if the invoice purchase price is £4,000 and the value set out in Glass's Guide is £2,000, this is 100% more than the market value. **We** will allow 20% over the retail market value, but not the extra 80%, so **We** will reduce the **Sum Insured** by £1,600.

**Please Note:** For new vehicles the cost of road fund licence, first registration fee, delivery charges and number plates are included.

### **Retailer Fitted Accessories**

Any item or accessory not requiring the expertise of the factory to install, which is fitted to the **Insured Vehicle** by the Supplying Retailer or a third party.

### **Schedule**

The Schedule confirming the details of **Your** cover under this Policy.

### **Settlement Figure**

The amount required by the **Finance Company** at the **Date of Loss** to discharge **Your** indebtedness under the **Agreement** (if any),

excluding any outstanding or uncollected premiums due under this Policy and excluding any default charges, associated costs and arrears on **Your Agreement** of over 3 months. Such settlement amount must take into consideration **Your** entitlement to the full rebate of interest allowable to **You** under existing consumer credit legislation. No amount will be payable in respect of any credit provided under the **Agreement** which exceeds 120% of the **Insured Vehicle's** retail market value at the **Date of Purchase** as set out in Glass's Guide.

#### Starting Date

The date **You** protection starts as explained in Part 5, and which is detailed on **Your Schedule**.

#### Sum Insured

The difference between the greater of:

- a) The **Settlement Figure**, (see special note in section 4 – Benefit), OR
- b) The **Purchase Price**

and the **Insured Value**, including any excess under the **Comprehensive Motor Insurance** policy up to £250.

#### Territorial Limits

United Kingdom, Isle of Man, the Channel Islands, and the countries of the European Economic Area (subject to **Your Comprehensive Motor Insurance** being extended whilst **You** are in the European Economic Area).

#### Total Loss

The actual or constructive total loss of the **Insured Vehicle** as so designated by **Your Comprehensive Motor Insurance** underwriter(s) on terms that the **Insured Vehicle** becomes the property of the underwriter(s).

#### We/Us/Our

London General Insurance Company Limited, registered number 1865673. This is a private company limited by shares and incorporated in England, authorised and regulated by the Financial Services Authority, FRN202689.

#### You/Your

Any individual or company who detailed on the **Schedule** and is party to the **Agreement** and who has applied for this insurance and has agreed to pay the premium under this Policy.

## 4. BENEFIT AND EXCLUSIONS

### BENEFIT

If after the **Starting Date** and before the **End Date**, subject to the Policy terms, the **Insured Vehicle** is the subject of a **Total Loss** within the **Territorial Limits** **We** will pay the **Sum Insured** (if any) plus any excess up to £250 (if applicable under the **Comprehensive Motor Insurance**) to **You**. This amount is subject to the claim limit as detailed on **Your Schedule**.

### Special Note

1. No amount will be payable in respect of any credit provided under the **Agreement** (if any) which exceeds 120% of the **Insured Vehicle's** retail market value at the **Date of Purchase** as set out in Glass's Guide. If the deposit and credit advanced by **Your Finance Company** exceeds 120% of the **Insured Vehicle's** retail market value at the **Date of Purchase** as set out in Glass's Guide, **Our** liability will be reduced accordingly in line with any such additional finance **You** may have taken.
2. In the event of a valid claim, any outstanding or uncollected premium(s) due at the date of claim will be deducted from the amount payable by **Us** under this Policy, but **We** will not deduct any premium(s) due after the date of such claim and all benefit under this Policy will cease.
3. If any claim is made by a VAT registered business where VAT is recoverable or on an **Agreement** that is subject to VAT, **We** will only pay up to the **Sum Insured** excluding VAT.

### EXCLUSIONS

**We** will not pay any benefit:

- if the driver of the **Insured Vehicle** at the time of the **Total Loss** was driving illegally (including but not limited to driving without a valid licence or whilst driving under the influence of alcohol or drugs) except in the event of theft;

- if the **Insured Vehicle** is not covered by **Comprehensive Motor Insurance** at all times between the **Starting Date** and the **End Date**;
- for any finance due on or carried across to **Your Insured Vehicle** from previous finance arrangements;
- if **You** are offered a replacement vehicle under the terms of **Your Comprehensive Motor Insurance\***;
- for any loss directly or indirectly caused as a result of the theft of the **Insured Vehicle** by a named driver of the **Insured Vehicle** or any other person known to **You** who has access to the keys of the **Insured Vehicle**;
- if the **Insured Vehicle** is being used for hire and reward, driving school tuition, road racing, rallying, pace-making, speed testing or any other competitive event;
- for any loss directly or indirectly caused by or contributed to or arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- for any motor insurance excess above £250 or if the motor insurance excess is recoverable from a third party.

\*Please see Transfer Note under Section 7. General.

### IMPORTANT

Any payment of benefit under this Policy is conditional upon **You** having received a **Total Loss** payment under **Your Comprehensive Motor Insurance**.

## 5. HOW LONG DOES YOUR PROTECTION LAST?

**Your** protection starts from the date detailed on **Your Schedule** and ends on the earliest of the following:

- the date **You** fail to pay **Your** premium when due\*; or
- the date the **Insured Vehicle** is sold or transferred to a new owner; or
- the date of a claim being met by **Us**; or
- the date of **Your** death; or up to 36 months from the **Starting Date** if **You** do not have an **Agreement** or there is no outstanding balance on **Your Agreement**; or up to 60 months from the **Starting Date** if **You** have an outstanding balance on **Your Agreement**.

\* In this event the Policy will be deemed cancelled from the date marking the end of the period to which **Your** last payment related, and no further payment will be due. **We** will give **You** at least 30 days notice from the date of default before **We** cancel **Your** Policy.

## 6. HOW DO YOU CLAIM?

### IMPORTANT

**You** should not accept any offer made by **Your Comprehensive Motor Insurance** underwriter(s) until **We** have given **You** authority to do so. **We** may, at **Our** discretion, try to negotiate a higher motor insurance settlement on **Your** behalf.

### WARNING

If **You** accept a settlement offer from **Your** motor insurer prior to obtaining **Our** consent **We** will settle **Your** claim based on the **Market Value** at the **Date of Loss** and not the settlement amount offered by **Your** Comprehensive Motor Insurer.

To make a claim:

- **You** should telephone TWG Services Limited on 0844 854 0923 and ask for a Claim Form to be sent.
- The Claim Form must be completed, ensuring any sections to be completed by others are filled in.
- The completed form must be sent to the GAP Insurance Claims Department, TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire GL17 0AF.
- Please note that **We** must receive a completed Claim Form, together with any other information **We** may

reasonably require within 180 days of the **Date of Loss** (including proof of the payment of a claim for **Total Loss of the Insured Vehicle** under the **Comprehensive Motor Insurance**). If such completed Claim Form and information is not received within 180 days then, other than in exceptional circumstances determined at **Our** sole discretion, no benefit will be paid in respect of the claim.

- At the time of claim **We** must receive evidence of the purchase of the **Insured Vehicle** by **You**. Such evidence must include the original or a clear bona fide copy of the original printed purchase invoice of the **Insured Vehicle**. The invoice must detail the Supplying Retailer's name, address and VAT Registration Number and must show the full basic cost of the **Insured Vehicle** and the breakdown of all items, ancillary to the **Insured Vehicle** or not, purchased by **You**.
- **We** reserve the right to subject the **Insured Vehicle** to an independent assessment.
- **We** reserve the right to share and obtain information concerning any claim **You** may make against this Policy or any corresponding road risks insurance claim **You** have made with **Your** motor insurer, the Supplying Retailer of the **Insured Vehicle** or **Your Finance Company**, for the purposes of administering **Your** claim.

## 7. GENERAL

- Both **You** and **We** are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to Policy inception, this Policy shall be subject to law of England and Wales, Northern Ireland or Scotland dependant upon **Your** residential location. The EEA State for the purposes of the Policy is the United Kingdom.
- The maximum benefit when added to any benefit being paid by **Us** following any claim made by **You** under this Policy is stated on **Your Schedule**, regardless of the number of policies held by **You**.
- The following payment options may have been made available to **You** :
  - Payment in full at date of application.
  - Monthly payment by Direct Debit. As payments are made in arrears, each payment corresponds to cover already provided under the Policy.
- If **You** have selected to pay **Your** premium in monthly payments, in the event of a valid claim any outstanding or uncollected premium due at the date of claim will be deducted from **Our** claim payment, but **We** will not deduct any premium(s) after the date of such claim.
- Misinformation: If any information provided to **Us** by **You** or anyone acting on **Your** behalf is inaccurate or if **You** fail to disclose any information which might reasonably affect **Our** decision to provide cover to **You** or **Our** assessment of **Your** claim, **Your** cover under this Policy shall end and no refund shall be due.
- This Policy shall not acquire a surrender value.
- It shall not be possible for **You** to assign or charge the benefits of the insurance in any way whatsoever.
- **Transfer Note:** In the event that **We** have no liability whatsoever under this Policy due to **You** receiving a replacement vehicle under the terms of **Your Comprehensive Motor Insurance** policy, **We** may allow **You** to transfer the Policy to **Your** replacement vehicle for the remainder of the original Policy term, subject to the eligibility of the replacement vehicle and to **Your** continued payment of the premium when due. **You** must notify **Us** immediately but no later than 30 days after receiving **Your** replacement vehicle. **Your** replacement vehicle will be subject to the same terms and conditions under this Policy as the original **Insured Vehicle**. In the event of a claim on **Your** replacement vehicle **We** will not be liable for any amount which exceeds our liability under the original terms of this Policy.
- **You** must notify **Us** immediately if any of **Your** details change during the term of the Policy.
- **We** have the right to take proceedings in **Your** name, in order to recover for **Our** benefit the amount of any payment made under this Policy.
- In the event of an insurance claim, any information that **You** provide to **Us** may be put onto a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants and the name and address of the operator are available from **Us**.

- The companies which provide the products and services related to this Policy are regulated by the Financial Services Authority and are a member of the Financial Services Compensation Scheme (FSCS). It is a duty of the FSCS to ensure that a percentage of sums owed to policyholders by an insurance company in liquidation is paid to those policyholders if the company itself is unable to meet its liabilities in full. Under the Scheme General Insurance is covered for 90% of the entire claim. This compensation system is subject to restrictions and not all policyholders are eligible. Further details are available on request.

## 8. CANCELLATION RIGHTS

If for any reason **You** are not satisfied with the cover, or find that it does not meet **Your** requirements, **You** can cancel it by advising TWG Services Limited in writing within 30 days of receipt of this Policy document. The cover will then be cancelled and any premium **You** have paid will be returned to **You**, providing no claim has been made during this period. **You** may cancel this Policy at any time, however if **You** cancel after such 30 day period, no refund of premium will be given. In the event that **You** have agreed to a monthly payment plan **You** will not be liable for any further payments with the exception of any payment due in the 30 days following the date **You** cancel, as **We** reserve the right to collect any payment which relates to cover already received under this Policy.

## 9. CUSTOMER CARE

For complaints relating to the selling of this Insurance please write to the agent from which the insurance was purchased and whose details were provided to **You** in their Status Disclosure at point of sale.

For complaints relating to the administration or claims handling under this Insurance please write to the Customer Relations Department of TWG Services Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF. If **You** are not satisfied with the response **You** may write to the Claims Administration Director at the same address.

For complaints relating to the terms of this contract please write to the Insurer, London General Insurance Company Limited at The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF. If **You** are not satisfied with the response **You** may write to the Managing Director of the insurance company at the same address.

If **Your** complaint addressed to any of the above parties is not resolved to **Your** satisfaction **You** may contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR stating clearly the nature of the complaint and the party to which that complaint was originally addressed.

None of the above affects any right of action **You** may have.