

# GAP Cover Insurance

## Insurance Product Information Document

Company: **Pinnacle Insurance plc**

Product: **Vehicle Replacement Insurance**

The insurer of this policy is Pinnacle Insurance plc, who is registered in the United Kingdom. Pinnacle Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 110866. Warranty Direct is a trading style of BNP Paribas Cardif Limited. This document is a summary of the policy and does not contain the full terms and conditions of the cover which can be found in the policy document. It is important that you read the policy document along with your schedule carefully.

### What is this type of insurance?

If your vehicle is subject to a total loss claim and is written off by your comprehensive motor insurer, Vehicle Replacement Insurance will pay you the difference between the motor insurance settlement and the current replacement price of a vehicle matching the make, model, age, mileage, specification and overall condition of the insured vehicle at the start date.



#### What is insured?

- ✓ Where your vehicle is subject to a total loss claim after being written off by your motor insurer.
- ✓ We will pay the difference between the motor insurance settlement and the current replacement price of a vehicle matching the make, model, age, mileage, specification and overall condition of the insured vehicle.
- ✓ If a replacement vehicle is not in production or available we will pay the difference between the motor insurance settlement and the original invoice price plus inflation of 2.5% per year or part year.
- ✓ Covers your motor insurance policy excess up to £500.



#### Where am I covered?

- ✓ The vehicle is covered within Great Britain, Northern Ireland, Isle of Man, Channel Islands and member countries of the European Union.



#### What are my obligations?

- You must tell us if you change address.
- You must pay the premium in full and on time to remain covered.



#### When and how do I pay?

The premium can either be paid in 4 or 10 instalments by direct debit or credit card, or as a single payment.



#### When does the cover start and end?

Cover starts on the date shown in the schedule (start date).

The cover ends on the date shown in the schedule (end date), the vehicle is repossessed (if purchased with a finance agreement), when benefit is paid, you do not pay the premium when it is due or cancel the payment (if paid by instalments), you sell the vehicle, you cease to have comprehensive motor insurance, you do not accept the motor insurer's offer to replace the insured vehicle with another vehicle under the terms of your motor insurance policy, you are no longer a resident in the United Kingdom, you cancel your policy or we tell you your cover has been terminated, whichever happens first.



#### How do I cancel the contract?

All cancellation requests should be made to:

Telephone: 0800 731 7001 • Email: [cancellations2@warrantydirect.co.uk](mailto:cancellations2@warrantydirect.co.uk)

Warranty Direct  
Floor 4  
Fountain House  
2 Queens Walk  
Reading RG1 7QF



#### What is not insured?

- ✗ If your motor insurer has not deemed the vehicle a total loss.
- ✗ If it was economically repairable but it was declared a total loss by your motor insurer due to your intervention or another party on your behalf.
- ✗ If the vehicle has, at any time, previously been declared a total loss or write off (of any category A, B, C, D, S or N).
- ✗ Vehicles modified other than in accordance with the manufacturer's specifications.
- ✗ Vehicles used for pace making, speed testing, competitive events, for reward or hire (including but not limited to taxi or private hire), driving instructing or parcel/courier services.
- ✗ Any kind of motorcycle, scooter, bus, coach, light commercial vehicle or motorhome greater than 3,500kg gross vehicle weight, truck or heavy goods vehicle.
- ✗ If the vehicle was written off whilst be driven by you or someone with your general consent when intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner where a warning against driving has been given.

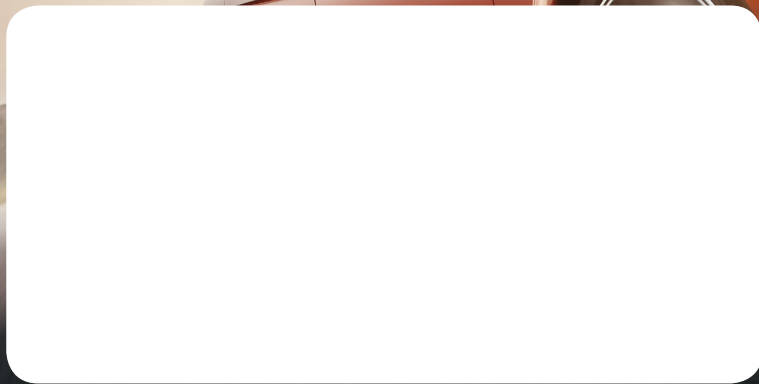


#### Are there any restrictions on cover?

- ! The vehicle must be new, less than 3 months old and have covered less than 1,000 miles at the start date.
- ! The net invoice price of the vehicle must be less than £80,000.
- ! The maximum claim limit benefit is £30,000.
- ! Only one claim can be made during the period of insurance.
- ! We will not cover items on the purchase invoice in respect of delivery charges, fuel, paintwork treatments, upholstery protection kits, cherished number plate transfers, insurance premiums, subscription charges or any other administration fees.

# GAP Cover Insurance

Policy Documents



Policy	xxx
Reference:	xxx
Cover:	xxx
Vehicle:	xxx

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# Welcome to Warranty Direct



Policy	xxx	xxx
Reference:	xxx	xxx
Cover:	xxx	xxx
Vehicle:	xxx	xxx

Warranty Direct  
Floor 4  
Fountain House  
2 Queens Walk  
Reading  
RG1 7QF

Dear

Thank you for buying GAP Cover Insurance from Warranty Direct. This booklet contains your Initial Disclosure Document, policy schedule and the full policy terms and conditions, and explains exactly what is covered by your policy and how to make a claim.

We have also provided you with a separate Insurance Product Information Document (IPID), which highlights the main benefits, exclusions and conditions of the cover. The IPID does not contain the full terms and conditions of the contract and you should ensure you read the full policy terms and conditions carefully.

Thank you for protecting your vehicle with Warranty Direct.  
If you require any help, please feel free to contact us.

Administration: 0800 731 7001  
Email: [info@warrantydirect.co.uk](mailto:info@warrantydirect.co.uk)  
Website: [www.warrantydirect.co.uk](http://www.warrantydirect.co.uk)  
Fax: 0330 123 3505

# Schedule of Cover

Policy Holder	xxx	xxx
Policy	xxx	xxx
Reference:	xxx	xxx

# Introduction



## Your Vehicle Details

Make:	Registration:	CC:
Model:	Manufacture Year:	Mileage at Start:

## Cover

Cover	Start date:
Claims limit:	End date:

## Premium

Premium including Insurance premium Tax:

## Payment

Payment received:
Amount outstanding:
Payment method:
Insurer:

This product meets the demands and needs of a person who wishes to insure against the potential financial loss between the motor insurance settlement in the event the insured vehicle suffers a total loss and the current replacement price of a vehicle matching the make, model, age, mileage, specification and overall condition of the insured vehicle at the start date. The payment of any benefit is subject to the terms and conditions set out in this booklet.

If, during the period of insurance, the insured vehicle is subject to a total loss claim and is written off by your comprehensive motor insurer, subject to the terms and conditions of this policy, we will pay you the difference between the motor insurance settlement and the current replacement price of a vehicle matching the make, model, age, mileage, specification and overall condition of the insured vehicle at the start date, up to a maximum of 25% over the net invoice price that you paid for the vehicle.

Your schedule of cover sets out the details about you, the insured vehicle, the period of insurance and the claim limit. Please check the information contained in the schedule of cover is correct, that this policy meets your requirements and the insured

vehicle is covered for the correct value under your motor insurance policy. If there is any incorrect information shown in the schedule of cover, **please contact the administrator as soon as possible** to update it.

### Understanding your policy

Please read this policy and schedule of cover carefully so you know what cover is provided, what is excluded and what you should do if you need to claim. Failure to comply with the terms and conditions of this policy may affect the payment of any claim which might arise and could lead to this policy becoming void.

Please ensure you keep this policy and schedule of cover in a safe place so you can read it again if you need to.

## Important Notice

You must make sure that your insured vehicle is insured for the correct market value with your motor insurer at the start date of this cover. Before submitting your claim please read all Sections of this policy document carefully and pay special attention to the "What is covered" and "What is not covered" sections.

You should NOT accept any settlement offer made by your motor insurer which is less than the market value of the insured vehicle until you have contacted our Claims Department, and we have given our consent to do so as we may offer to seek an increased motor insurance settlement on your behalf. If you do accept the motor insurer's offer without our consent, we will deduct from benefit payment an amount equal to the difference between the motor insurer's offer and the market value as set out in "How to make a claim" at 4 (c).

# Contact details

As there may be times when you need to get in touch with the administrator, we have put their contact details in this section so they are easy to find.

## For general enquiries, amendments and cancellations:

Customer Services Department  
Telephone: 0800 731 7001

## For claims:

GAP Claims Department  
Telephone: 0330 123 3960  
Lines are open Monday to Friday, 8.30am to 6pm. All calls are recorded for training, compliance and claims purposes.

## To make a complaint:

Customer Relations Department  
Telephone: 0330 123 3968

Email: [complaints@warrantydirect.co.uk](mailto:complaints@warrantydirect.co.uk)

Lines are open Monday to Friday, 8.30am to 5.30pm. All calls are recorded for training, compliance and claims purposes.

If you need to write to them, you should address your letter to the relevant department and send it to the address below:

**For general enquiries and cancellations:**  
Customer Services Department

**For claims:**  
Claims Department

**To make a complaint:**  
Customer Relations Department

**Address:**  
Warranty Direct  
Floor 4  
Fountain House  
2 Queens Walk  
Reading  
RG1 7QF

# Definitions

These words will always have the following meanings when they appear in this policy:

**Administrator** means Warranty Direct, which is a trading name of BNP Paribas Cardif Limited, who is authorised to act for and on behalf of Pinnacle Insurance plc (the insurer) for the purposes of this insurance. BNP Paribas Cardif Limited's registered address is Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX, company number 3233010. BNP Paribas Cardif Limited is authorised and regulated by the Financial Conduct Authority.

**Claim limit** means the maximum amount we will pay under this policy in the event of a claim, which is £30,000 and is shown in your schedule of cover.

**Date of total loss** means the date of the incident that gives rise to your claim for the total loss of the insured vehicle.

**End date** means the date this insurance cover ends, in accordance with the "When your cover ends" section.

**Financial interest** means suffering a financial detriment in the event of a total loss.

**Finance agreement** means any hire purchase or personal contract purchase loan agreement between you and the finance company relating to the insured vehicle. For information regarding your loan, please refer to your finance agreement. Note this policy provides no cover for any additional costs or losses associated with any personal contract hire and/or lease agreements.

**Finance company** means the provider of any finance agreement used in connection with the purchase of the insured vehicle.

**Glass's Guide** means the motor trade publication recognised and used extensively throughout the motor vehicle industry to value new/used vehicles, published monthly by Glass's Information Services Limited. Where Glass's Guide is not available or there is a dispute over valuation with your motor insurer, we will consider alternative equivalent motor trade publications such as CAP Black Book.

**Grey import** means a vehicle not 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 total loss of the insured vehicle.

**Insured vehicle** means the vehicle for which you are the registered keeper and shown in the schedule of cover.

**Market value** means the current retail market value based on that listed in the current Glass's Guide for insured vehicle or one of the same make, model, trim level, recorded mileage and being in a similar condition.

**Motor insurance policy** means a fully comprehensive motor insurance policy which covers the market value of the insured vehicle issued by the by the motor insurer covering the insured vehicle.

**Motor insurance settlement** means the money that you receive from the motor insurer following a valid claim to them for the total loss of the insured vehicle.





# Definitions (continued)

**Motor insurer** means the company that issued a motor insurance policy to you relating to the insured vehicle.

**Negative equity** means any amount outstanding on a previous loan or finance agreement relating to a previous vehicle owned by you which inflates the invoice price of the insured vehicle.

**Net invoice price** means the price paid for purchase of the insured vehicle, not exceeding £80,000 after any discount given, but excluding any negative equity, delivery charges, fuel, paintwork, upholstery protection kits, cherished number plate transfers, insurance premiums, subscription charges or any other administration fees included on the invoice.

**Period of insurance** means the period between the start date and the end date.

**Premium means** the amount payable by you (and any taxes or charges thereon) for GAP insurance under this policy.

**Registered keeper** means the person named on the DVLA V5C document as the registered keeper of the insured vehicle.

**Sanctions** means any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom.

**Schedule of cover** means the document issued to you containing the main details that you gave to us when you applied for this policy, including details about you, the insured vehicle, the period of insurance and the claim limit

**Start date** means the date shown in your schedule of cover as the date this insurance cover commences.

**Territorial limits** means Great Britain, Northern Ireland, Isle of Man, Channel Islands and member countries of the European Union at the date of total loss, provided the motor insurance policy is in force in these territories.

**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 Pinnacle Insurance plc who is the underwriter of this policy and whose registered office address is Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX. Company No. 1007798. Pinnacle Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**You, your, yourself** means either:

1. a private individual or a sole trader who is eligible for cover under the clause 1 in "Eligibility" and whose name appears as the policyholder on the schedule of cover; or
2. a partnership, which in the name of at least one partner, appears as the policyholder on the schedule of cover, providing the partner fulfils the criteria set out in clause 2 in "Eligibility" and the partnership fulfils the criteria set out in clause 2 in "Eligibility"; or
3. a limited company or other legal entity which is eligible for cover under clause 2 in "Eligibility" and whose name appears as the policyholder on the schedule of cover.

# Eligibility

1. An individual or sole trader will be eligible for this insurance cover if he or she:
  - (a) is at least 18 years of age at the start date; and
  - (b) is resident in the United Kingdom at the start date; and
  - (c) is the owner and registered keeper of the insured vehicle or is the spouse or civil partner of the owner and registered keeper of the insured vehicle and who has financial interest in the insured vehicle;
  - (d) holds a valid current driving licence;
  - (e) has a comprehensive motor insurance policy in place covering the insured vehicle for the lifetime of this policy;
  - (f) is the policyholder or a named driver on the motor insurance policy;
  - (g) in the case of a sole trader is not a business formed for the purposes of selling or servicing motor vehicles; and
  - (h) has paid the premium and agreed to comply with the terms and conditions of this policy.
2. A partnership, limited company or other legal entity will be eligible for this insurance cover if it:
  - (a) is permanently situated, and in the case of a limited company, registered in the United Kingdom;
  - (b) has purchased the insured vehicle with their own monies or is purchasing the insured vehicle under a finance agreement;
  - (c) is the registered keeper of the insured vehicle;
  - (d) has a comprehensive motor insurance policy in place covering the insured vehicle for the lifetime of this policy;
  - (e) is the policyholder or a named driver, or (if a partnership) at least one partner is the policyholder or a named driver, on the motor insurance policy;
  - (f) is not a business formed for the purposes of selling or servicing motor vehicles; and
  - (g) has paid the premium and agreed to comply with the terms and conditions of this policy.
3. A vehicle can only be considered as the insured vehicle under this policy if it:
  - (a) is less than 3 months old at the start date, notwithstanding any limits on the level of cover you have selected;
  - (b) has covered less than 1,000 miles at the start date, notwithstanding any limits on the level of cover you have selected;
  - (c) has a net invoice price less than £80,000 at the start date, notwithstanding any limits on the level of cover you have selected;
  - (d) is a car or light commercial vehicle (LCV) or motorhome weighing less than 3,500kg gross vehicle weight (GVW). Cover cannot be provided for scooters, motorcycles, buses, coaches, LCVs or motorhomes greater than 3,500kg GVW, trucks, heavy goods vehicles (HGVs), taxis, vehicles used for hire or reward, racing, pacemaking, speed testing, reliability trials, rallying, or in any other competitive event, vehicles of the following types: emergency vehicles, driving school vehicles, mobility vehicles, electric vehicles, and vehicles of the following make/ model: Alfa Romeo 8C Competizione, Aston





# Eligibility (continued)

Martin, Audi R8, Bentley, Bristol, Bugatti, BMW Alpina models, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NSX models, Lamborghini, Lotus, Maserati, Maybach, Marcos, Morgan, Nissan GT-R, Noble, Rolls Royce;

(e) has no modifications other than in accordance with manufacturers' specifications;

We can provide cover for vehicles which have been modified and/or adapted for disability and mobility purposes, providing that:

1. the modifications/adaptations have been made by a qualified VAT-registered company for a medically recognised and recorded condition;
2. such modifications/adaptations have been notified to your motor insurer; and
3. the market value your vehicle is insured for with your motor insurer is reflective of such modifications/adaptations.

(f) is listed in Glass's Guide;

(g) is a United Kingdom specification vehicle, built for principal sale in the United Kingdom and is not classed as a grey import;

(h) is not owned (temporarily or otherwise) by a business formed for the purposes of selling or servicing motor vehicles; and

(i) has not, at any time, previously been declared a total loss or write off (of any category A, B, C, D, S or N).

# What is covered

1. If, during the period of insurance, the insured vehicle is subject to a total loss claim and is written off by your comprehensive motor insurer, subject to the terms and conditions of this policy, we will pay you the difference between the motor insurance settlement and the current replacement price of a vehicle matching the make, model, age, mileage, specification and overall condition of the insured vehicle at the start date, up to a maximum of 25% over the net invoice price that you paid for the vehicle.

If a replacement vehicle matching the make, model, age, mileage, specification and overall condition of the insured vehicle at the start date is not in production or available to buy from that manufacturer or their dealer network, we will pay you the difference between the motor insurance settlement and the original invoice price plus inflation of 2.5% per year or part year between the policy start date and the date of total loss, as shown in the table below.

Time since policy purchase	Maximum inflation
Up to 1 year	2.5%
1-2 years	5%
2-3 years	7.5%
3-4 years	10%

2. The benefit calculated above is subject to a maximum of £30,000, the claim limit.
3. Only one claim can be made under this policy during the period of insurance.
4. We will cover up to £500 in respect of any motor insurance policy excess that you have had to pay to your motor insurer as part of your total loss claim. If liability for the incident is in dispute, we will not pay this benefit until liability is confirmed against the third party.
5. The incident leading to the total loss of the insured vehicle must occur during the period of insurance and within the territorial limits.

6. The benefits under this policy will be paid directly to you, and you will be responsible for settling any outstanding finance arrangements you have directly with your finance company.

7. Deductions and limitations:  
(a) we will deduct from the benefit payment any amount deducted from the motor insurance settlement relating to:

1. any excess deducted by the motor insurer which is not covered in this "What is covered" section;
2. the salvage value of the insured vehicle where there is no requirement to transfer ownership of the insured vehicle to the motor insurer;
3. any premium owing to the motor insurer for the motor insurance policy;
4. where the motor insurer reduces the motor insurance settlement because of your contributory negligence – this will be deducted at the same percentage or amount as deducted by the motor insurer;



## What is covered (continued)

- 5. any damage to, or the poor general condition of, the insured vehicle, immediately prior to the date of total loss;
  - 6. not having an up to date service history or a valid MOT;
  - 7. any modifications to the insured vehicle;
  - 8. any delivery charges, fuel, paintwork, upholstery protection kits, cherished number plate transfers, insurance premiums, subscription charges or any other administration fees included on the invoice.
- (b) If you accept a settlement offer from your motor insurer prior to or without our consent, we will settle your claim using the greater of:
- 1. motor insurance settlement figure; or
  - 2. market value at the date of total loss.
- (c) If you are only a named driver and not the policyholder of the motor insurance policy under which the insured vehicle is deemed a total loss, we will settle your claim using the current market value of the insured vehicle unless we have the motor insurance policyholder's prior written consent to contact the motor insurer, as set out in "How to make a claim" clause 4 (c).
- (d) Replacement motor vehicle  
If you do not accept the motor insurer's offer to replace the insured vehicle with another vehicle under the terms of your motor insurance policy, then we will settle your claim based on the market value of the replacement vehicle and not the settlement figure offered by your motor insurer in lieu of the replacement vehicle.
- (e) We will deduct from the benefit payment the VAT element of any claim if you are, or were previously, entitled to reclaim the VAT.
- (f) If you pay your premium in instalments and make a successful claim, we will deduct any outstanding premium amount from the claim payment.

- (g) We will not cover any amount where the insured vehicle has been insured for an amount below its market value at the time you purchased your motor insurance policy.
- (h) There will be no value allowance for non-standard fittings, other than a reduction should any non-standard fittings be considered to have a detrimental effect on retail prospects and/or value.
8. If we do not make a claim payment because the price of the replacement vehicle was less than or equal to the motor insurance settlement, we will provide you with a new GAP Vehicle Replacement Insurance policy free of charge to cover the replacement vehicle, providing the replacement vehicle is purchased within 30 days of the date we advise you no claim payment is due.

## What is not covered

1. The benefit will not be paid for a total loss of the insured vehicle if:
- (a) it is used as an emergency or military vehicle, driving instruction vehicle or the principal use of the vehicle is for parcel/ courier services, or is registered to a company whose principal business is a haulage contractor;
  - (b) it is used for hire or payment of whatsoever nature, including but not limited to taxi or private hire;
  - (c) it is used for road racing, rallying, pace-making, speed testing or any other competitive event;
  - (d) it is a mobility vehicle, electric vehicle, or a vehicle of the following make/model: Alfa Romeo 8C Competizione, Aston Martin, Audi R8, Bentley, Bristol, Bugatti, BMW Alpina models, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NSX models, Lamborghini, Lotus, Maserati, Maybach, Marcos, Morgan, Nissan GT-R, Noble, Rolls Royce;
  - (e) it is a scooter, motorcycle, bus, coach, light commercial vehicle (LCV) or motorhome greater than 3,500kg gross vehicle weight (GVW), truck or heavy goods vehicle (HGV);
  - (f) it has been modified other than in accordance with the manufacturer's specifications (we can provide cover for vehicles which have been modified and/or adapted for disability and mobility purposes – please see the "Eligibility" section of this policy document);
  - (g) it was economically repairable but it was declared as a total loss by your motor insurer due to your intervention or another party on your behalf;
  - (h) your motor insurer has not deemed the insured vehicle a total loss;
  - (i) you accept a permanent replacement vehicle from your motor insurer under your motor insurance policy;
  - (j) it is not a United Kingdom specification vehicle, or it is not built for principal sale in the United Kingdom, or it is classed as a grey import;
  - (k) it is owned at the date of total loss, temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles; or
  - (l) it has, at any time, previously been declared a total loss or write off (of any category A, B, C, D, S or N).
2. The benefit will not be paid if the total loss:
- (a) occurred before the start date;
  - (b) results from an incident outside the territorial limits;
  - (c) 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;
  - (d) results from you, or any other person with your general consent driving the insured vehicle, when intoxicated by alcohol or under the influence of 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;





# What is not covered (continued)

- (e) results from any act or omission which is wilful, unlawful or negligent on your part, or on the part of any other person with your general consent driving the insured vehicle;
  - (f) results from any person stealing and driving the insured vehicle who has access to the keys without violent, forceful or criminal means;
  - (g) is not covered by your comprehensive motor insurance policy;
  - (h) does not result in a full and final motor insurance settlement being paid by your motor insurance policy, with the insured vehicle becoming the property of the motor insurer;
  - (i) results from a malicious damage claim, which is not accompanied by a valid and substantiated crime reference number or correspondence from the police or the crime report;
  - (j) results from war, civil war, hostilities (whether declared or not), violence for any political, religious or ideological reason, terrorist activity, revolution, civil unrest or any similar event;
  - (k) is caused by, contributed to, or arises from ionising radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (l) is caused by, contributed to, or arises directly or indirectly from pollution or contamination; or
  - (m) is not the result of an indemnity claim under the accidental damage, fire or theft sections of the motor insurance policy.
3. We will not pay costs in respect of any loss of use of the insured vehicle, any storage charges or any consequential loss or other costs that are indirectly caused by the event which led to your total loss claim, unless specifically stated in this policy.
  4. We will not pay any part of a claim in relation to negative equity.
  5. We will not pay VAT where you are VAT registered.
  6. We will not pay any other charges levied by a finance company or costs incurred under a finance agreement, including in relation to the settlement of any personal contract hire and/or lease agreement.
  7. This policy will not cover any amount where the insured vehicle has been insured below its market value under your motor insurance policy.
  8. This policy does not cover any items on the purchase invoice in respect of delivery charges, fuel, paintwork, upholstery protection kits, cherished number plate transfers, insurance premiums, subscription charges or any other administration fees.
  9. We will not pay any amount in excess of the overall claim limit, which is £30,000.

# How to make a claim

1. You should request a claim form by telephoning 0330 123 3960 or contacting the administrator at:  
Claims Department  
Warranty Direct  
Floor 4  
Fountain House  
2 Queens Walk  
Reading  
RG1 7QF

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

In the event of a total loss, or an incident potentially giving rise to a total loss, in the first instance you should contact the claims department at 0330 123 3960. You will need to give the details of the incident (including your policy number and insured vehicle details, the date of the incident, the cause of the total loss, any third party details as may be required and any police crime reference number), and the status of your insurance claim with your motor insurer. You must contact the claims department prior to accepting any offer of settlement from your motor insurer. We may, on your behalf, take over the negotiations with the motor insurer with respect to your total loss claim.

The fully completed claim form should be returned

to the administrator together with any supporting evidence listed in this section as soon as possible, but no later than 30 days after the date of total loss.

It is important that you read the "What is covered" and "What is not covered" sections of this policy before completing your claim form.

If any documents requested under this "How to make a claim" section are not received promptly or at all, the claims assessment process may be delayed or may prevent us paying your claim.

If the name of any document changes e.g. "V5" or "VIR", you will need to send the document which takes its place to the administrator.

The administrator will only ask for information relevant to your claim. If you are unable to supply any evidence listed in this section, then you may be asked for alternative evidence to support your claim.

2. To be able to process your claim quickly, the administrator will always request that you send a fully completed claim form including the signed declaration, along with:

(a) written confirmation from your motor insurer:

1. that the motor insurer has paid the motor insurance settlement following your claim for total loss; and

2. the terms on which the motor insurance settlement was made;

- (b) the original purchase invoice or sales receipt of the insured vehicle;
  - (c) your up to date motor insurance schedule; and
  - (d) your latest MOT certificate, if the insured vehicle is over three years old.
3. You may be asked to provide additional proof in order to validate your claim. This can include the following:
    - (a) evidence that you were not eligible to reclaim VAT on the purchase of the insured vehicle; or
    - (b) the Vehicle Registration Document (V5);
    - (c) a copy of correspondence from the police – if applicable;
    - (d) a copy of your Vehicle Inspection Report (VIR) – if available from your motor insurer.

4. You must comply with the terms and conditions of this policy. In particular, you must comply with the following conditions to have the full protection of your policy. If you do not comply with them, we may refuse to deal with your claim or reduce the amount of the claims payment.



# How to make a claim (continued)

## (a) **Malicious damage and theft**

You must in the case of malicious damage to or theft of the insured vehicle report the incident to the police within 24 hours of you being aware of the incident occurring and advise us of your valid crime reference number.

(b) Where we make a payment to you under this policy for something which a third party is responsible for, we may at our expense take steps against that third party in your name, to obtain reimbursement or compensation from that third party. You will at our request and at our expense help us in the conduct of those proceedings including any court proceedings by giving us any information we require and by carrying out any other act we request which will help us to recover these payments from the third party.

## (c) **Offer of settlement**

**If you accept a settlement offer from your motor insurer in respect of a total loss prior to, or without our consent, we will settle your claim using the greater of:**

**1. the motor insurance settlement figure; or**

**2. the market value at the time of total loss.**

## (d) **Written consent**

In the event of a total loss of the insured vehicle, unless we have written consent from the policyholder of the motor insurance policy to contact the motor insurer, we will settle your claim using the current market value of the insured vehicle.

## (e) **Premium payment**

No benefit shall be payable under this policy until and unless we have received full payment of the appropriate premium in respect of this policy. If, upon a claim being lodged, we have not yet received 100% of the premium from you, we shall deduct the remaining outstanding premium from any benefit paid to you under this policy.

## (f) **Use of engineers**

At notification of any claim we reserve the right to instruct an independent engineer to inspect the insured vehicle before authorising any claim. Any decision on liability will be withheld until the independent inspection report is received. Where this right is

exercised we shall have no liability for any loss to you arising from any delay.

## (g) **Salvage**

We accept no liability for the responsible disposal of the insured vehicle or its salvage in any event.

# When your cover ends

The end date will be the earliest of:

1. the date of expiry of this insurance cover shown as the end date in your schedule of cover;
2. the date on which the insured vehicle is repossessed, if the insured vehicle is purchased with a finance agreement;
3. the date on which benefit is paid under this insurance cover;
4. the date on which we advise you that your insurance cover is terminated;
5. the date on which you do not pay the premium when it is due, or cancel any payment previously made;
6. the date the insured vehicle is sold by you to another party;
7. the date on which you cease to have a comprehensive motor insurance policy in place covering the insured vehicle;
8. if applicable, the date you do not accept the motor insurer's offer to replace the insured vehicle with another vehicle under the terms of your motor insurance policy;

9. the date you are no longer a resident in the United Kingdom; or
10. the date you cancel your policy.



# Cancellation

## Your right to cancel

If, after buying your policy and having read these terms and conditions in full, you decide it no longer suits your needs, you may cancel it at any time. We would like to make you aware of different circumstances that could affect the amount of premium returned to you.

If you cancel the policy within the first 14 days of receiving your policy documents (known as the "cooling-off period") you will receive a full refund of any premium you have paid, providing you have not submitted a claim.

If you wish to cancel your policy outside the 14 day cooling off period, then you may be entitled to a refund of your premium, providing you have not submitted a claim.

## Refund of premium

1. Any cancellation refund you may be entitled to is based upon a pro rata calculation. This means we will refund an equal amount of premium for each day between the day you asked us to cancel your policy and the original policy end date. For example: If you cancel a 36 month policy after 200 days, we would refund

the remaining 895 days of the original 1095 days of the policy.

2. If you have elected to pay your premium by instalments, any premium due to us up to the cancellation date which is unpaid at the time of cancellation will be deducted from the total refund amount to you.
3. Any cancellation refund is subject to a £50 cancellation administration charge, which will be deducted from any refund made to you.
4. The premium applicable for your policy is detailed in your schedule of cover.
5. You may cancel your policy either by, writing, phoning or emailing the administrator:

Address:  
Warranty Direct  
Floor 4  
Fountain House  
2 Queens Walk  
Reading RG1 7QF

Telephone number: 0800 731 7001  
Email: [cancellations2@warrantydirect.co.uk](mailto:cancellations2@warrantydirect.co.uk)

## IMPORTANT

**If you have submitted a claim then you will not be able to request a refund upon cancelling.**

## Our right to cancel

1. We may cancel your policy immediately:
  - (a) where you deliberately tell us something which is untrue or misleading in response to any question we asked you when you purchased or renewed your policy, or applied to vary your policy (or we can demonstrate from the relevant circumstances that you did not take reasonable care to ensure the statements you made to us were true);
  - (b) where you unintentionally tell us something which is untrue or misleading in response to any question we asked you when you purchased or renewed your policy or applied to vary your policy which, if correctly answered, would have caused us to decline you for cover;

# Cancellation (continued)

- (c) where there is evidence of dishonesty or deceitful behaviour by you (or by someone acting on your behalf) in relation to the cover provided under this policy;
- (d) where it is necessary to comply with any applicable laws or regulations; or
- (e) Where necessary to comply with any applicable sanctions. We will not be liable to provide cover (including payment of a claim or provision of any other benefit) under this policy if we are prevented from doing so by any sanction which prohibits us or our parent company (or our parent company's ultimate controlling entity) from providing cover under this policy. Sanctions change from time to time and can include prohibiting the transfer of funds to a sanctioned country, freeze the assets of a government, the corporate entities and residents of a sanctioned country, or freeze the assets of specific individuals or corporate entities. This means that if you, or any joint policy holder or other relevant third party who has suffered a loss which would otherwise be covered under the

policy, are the subject of a sanction, we may not be able to provide cover under the policy.

If your policy is cancelled as a result of "Our right to cancel" 1 at (a), (c) or (e), we will not return any premiums you have paid.

If your policy is cancelled as a result of "Our right to cancel" 1 at (b), we will return any premiums you have paid, provided no successful claim has been made.

If your policy is cancelled as a result of "Our right to cancel" 1 at (d), we will return any premiums you have paid on a pro-rata basis provided you have not made a successful claim.



# Premium/Terms and conditions/Fraud

## Premium

1. You may pay your premium in one payment at the start of the policy or by instalments as set out below.
2. You must pay the full premium even if you sell the vehicle or dispose of it in another way (unless the section "Cancellation" applies), and even if this policy is paid in instalments by Direct Debit, or debit or credit card.
3. You may choose to pay your premium in four or ten instalments. No interest will be charged if you choose to pay by instalments. If you elect to pay by four instalments, the instalments must be paid on the first four consecutive months of the policy or by four quarterly payments. If you choose to pay by ten instalments, the instalments must be paid on the first ten consecutive months of the policy.
4. Your instalment option will be agreed with you at the start of your policy by the administrator.
5. You must pay each instalment of premium on or before the date it is due, otherwise we will cancel this policy with effect from the day any unpaid instalment of premium was due.

6. If you pay your premium in instalments and make a successful claim, we will deduct any outstanding premium amount from the claim payment.

## Terms and conditions

1. We may vary or waive the terms and conditions of this policy to:
  - (a) improve your cover;
  - (b) comply with any applicable laws or regulations;
  - (c) reflect any changes to taxation;
  - (d) correct any typographical or formatting errors that may occur.
2. You will be given at least 30 days' written notice to your last known address of any alteration to the terms and conditions of cover under this policy unless the change is due to legislative, tax or regulatory requirements. If your cover is changed due to legislative, tax or regulatory changes which are outside our control, then we may not be able to give you 30 days' notice.
3. If we vary or waive your terms and conditions and you do not wish to continue your cover you

can cancel as set out in the "Cancellation – Your right to cancel" section.

## Fraud

1. If we make any claim payments as a result of dishonesty or deceitful behaviour by you (or someone acting on your behalf), then:
  - (a) we may stop making further payments and may seek to recover from you any sums paid by us in respect of any dishonest claim;
  - (b) we may terminate the contract with effect from the time of the dishonest or deceitful behaviour which may affect other claims; and
  - (c) if we terminate the contract, we may refuse to pay any claims occurring after the time of the dishonest claim.
2. If we terminate the contract under this section, we will not return any of the premiums paid by you.
3. These provisions will not affect any valid claim occurring before the dishonest claim.

# General Conditions

1. You must respond honestly to any request for information we make when you take out cover under this policy, or apply to vary your cover under this policy. In the event that any statement of fact you make is untrue or misleading, this may affect the validity of your policy, and whether we can accept any claim you make.
2. This policy has been issued based upon information, which you have given to us about yourself, and the insured vehicle. You have a duty to tell us immediately of any changes to this information in particular any of the following: change of address, or use of the insured vehicle e.g. being used for private hire. Failure to do so may invalidate your cover under this policy. After you have notified us of any changes we will then advise you of any changes to the terms of your policy or the premium.
3. You must not continue to drive the insured vehicle after any damage or incident if this could cause further damage to the insured vehicle.
4. The contract of insurance between you and your insurers consists of the policy terms and conditions, your schedule of cover and any endorsements.
5. You cannot transfer this policy to any other person or use this policy as security for any debt or obligation in any manner whatsoever.
6. When your cover under this policy ends it will not have a surrender or cash value.
7. This policy is governed by English law. Any legal proceedings will be held in the courts of England and Wales unless you live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case you will be entitled to commence legal proceedings in your local courts.
8. To help us improve the quality of our service, telephone calls may be monitored and recorded.
9. We have a regulatory obligation to prevent fraud. In the event of a claim, any information you have supplied relevant to this insurance and on the claim form, together with other information relating to the claim may be shared with other insurers in order to prevent fraudulent claims.
10. We are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our liabilities to you, you may be entitled to compensation from the FSCS. Further information is available from their website: [www.fscs.org.uk](http://www.fscs.org.uk)

# Complaints

We hope you do not need to, but if you want to complain about any of our products or services you can do so as follows.

Call us: 0800 731 7001

Email us: [complaints@warrantydirect.co.uk](mailto:complaints@warrantydirect.co.uk)

Write to us:  
Customer Relations Department  
Warranty Direct  
Floor 4  
Fountain House  
2 Queens Walk  
Reading  
RG1 7QF

We will deal with any concerns you may have as quickly as we can and wherever possible within 8 weeks of receiving your complaint, as required by the Financial Conduct Authority. If you are not satisfied with the answer we give you or if you have not had our final response within 8 weeks of us receiving your complaint, you can refer the complaint to:

Financial Ombudsman Service  
Exchange Tower, London E14 9SR  
Call: 0800 023 4 567 or 0300 123 9 123  
Online: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This procedure will not prejudice your right to take legal proceedings. However, please note that there are some instances when the Financial Ombudsman Service cannot consider complaints.

A leaflet detailing our full complaints/appeals process is available from us on request.

# Data Protection



## PRIVACY NOTICE – USING YOUR PERSONAL INFORMATION

In order to enter into your insurance contract, and as data controller, we are required to obtain personal data from you, which is governed by the General Regulation (EU) on Data Protection n°2016-679 ("GDPR"). Our full Data Protection Notice, which includes further information about our processing of your personal data, including categories of personal data, retention periods and data subject rights, is available at our website at the following address: <https://websvcs.warrantydirect.co.uk/rest/download/policyAndCookiesDocuments>.

The types of personal data requested by us are mandatory, except where these have been described as optional at the time of collection. The personal data collected by us is necessary:

### a. To comply with legal and regulatory obligations

These include:

- prevention of insurance fraud, money-laundering and financing of terrorism;
- compliance with legal and financial legislation and regulations;
- prevention of tax fraud, fulfilment of tax

control and tax notification obligations;

- risk monitoring and reporting;
- responding to an official request from a duly authorised public, regulatory or judicial authority

### b. To perform the contract with you or to take steps at your request before entering into the contract

These include (but are not limited to):

- evaluating the details of the insurance risk in order to determine your premium (e.g. your expected claims frequency and claim costs);
- handling your claims or complaints;
- providing you with information about your insurance contract;
- responding to your enquiries including requests to update your personal data when your circumstances change;
- evaluating if we can offer you insurance products or services and if so on which terms.

The above processes may include the making of

automated decisions, where necessary, for the entering into or the performance of the contract.

### c. To fulfil our legitimate interests

We use your personal data in order to offer and develop our insurance products and services, to improve our insurance risk management and to defend our legal rights. These include (but are not limited to) the following reasons:

- to prove purchase and premium payments (including the follow-up of rejected payments);
- to prevent fraud;
- to defend or pursue legal claims;
- for IT management, including infrastructure management, business continuity and IT operations and security;
- to establish individual statistical models allowing us to generate competitive premiums or offer you relevant products and services;
- to establish aggregated statistics, for research and development, in order to monitor risk and the performance of our businesses, improve existing products and services or create new ones;
- where we record calls for the purposes of staff training and monitoring, administering



# Data Protection (continued)

your policy, handling complaints, detecting or preventing fraud and other crimes, and to improve the quality of our services;

- to provide customer advisory services relevant to your quote and insurance product;
- to personalise our and other BNP Paribas Group companies' product offerings to you by:
  - o improving the quality of our insurance products or services (e.g. customer satisfaction surveys);
  - o advertising our products or services that might be of interest to you according to your situation and profile which we can assess by:
    - segmenting our potential customers and policyholders;
    - analysing your habits and preferences in the use of communication channels (e.g. our website and social media apps, emails or messages);
    - sharing your data with another BNP Paribas Group company and, in particular, if you are or will become a customer of that other Group company; and
    - combining data about your existing

insurance products or services or those for which you have obtained a quote with other data that we already hold about you (e.g. where we identify that you have a pet but do not have pet insurance or you have a car but do not have warranty insurance);

- o organising prize competitions and promotional campaigns.

Your personal data may be aggregated into anonymised statistics that may be offered to BNP Paribas Group entities to assist them in developing their business. In this case your personal data will never be disclosed and those receiving these anonymised statistics will be unable to ascertain identity.

For the purposes above, we only share your personal data with the following individuals or entities, where required:

- BNP Paribas Group companies and their staff for the purposes of providing our services to you;
- independent agents, intermediaries, introducers or brokers (e.g. price comparison websites), for the purposes of distribution;
- co-insurers, re-insurers and our corporate insurers;
- other parties who have a legitimate interest in your insurance contract (e.g. your next of kin, a beneficiary or a third party claimant, and their representatives);
- BNP Paribas Group companies to offer the full range of products and services;
- service providers who perform services on our behalf;
- banking, commercial partners and brokers;
- financial or judicial authorities, arbitrators and mediators, state agencies or public bodies, upon request and to the extent permitted by law (e.g. Financial Ombudsman Service, Financial Services Compensation Scheme, HM Revenue & Customs);

# Data Protection (continued)

- certain regulated professionals such as healthcare professionals, lawyers, notaries, trustees and auditors;
- debt collecting and credit reference agencies; fraud prevention agencies.

Where we transfer your data to a country outside the European Economic Area (EEA), where the European Commission has recognised that non-EEA country as one that provides an adequate level of data protection, your personal data will be transferred on this basis without your specific authorisation.

For transfers to non-EEA countries whose level of protection has not been recognised as adequate by the European Commission, we will either rely on an exemption from a rule or law that is applicable to the specific situation (e.g. if the transfer is necessary to perform our contract with you) or use one of the following safeguards to ensure the protection of your personal data:

- Standard contractual clauses approved by the European Commission; or
- Binding corporate rules (for inter-group transfers), where applicable.

To exercise your rights or if you have any questions regarding our use of your personal data please contact us at:

Data Protection Correspondent

Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

Email: [data.protection@bnpparibas.co.uk](mailto:data.protection@bnpparibas.co.uk)

Or you may contact the BNP Paribas Group's Data Protection Officer at:

Jérôme Caillaud – Data Protection Officer, BNP Paribas CARDIF, 8, rue du Port, 92728 Nanterre, France

Email: [group\\_assurance\\_data\\_protection\\_office@bnpparibas.com](mailto:group_assurance_data_protection_office@bnpparibas.com)



# Initial disclosure document

This insurance policy has been sold to you by Warranty Direct. Warranty Direct are required, under selling regulations, to disclose certain information to you about Warranty Direct's services. For this initial disclosure document only, the words "we", "us" and "our" mean Warranty Direct.

Warranty Direct is a trading name of BNP Paribas Cardif Limited, who is authorised to act for and on behalf of Pinnacle Insurance plc (the insurer) for the purposes of this insurance.

## 1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. Use this information to decide if Warranty Direct's services are right for you.

## 2. Whose products does Warranty Direct offer?

- ☐ Products from a range of insurers.
- ☐ Only products from a limited number of insurers. Ask us for a list of insurers we offer insurance from.

Only products from a single insurer.

## 3. Which service will Warranty Direct provide you with?

- ☐ Warranty Direct will advise and make a recommendation to you after assessing your needs.  
You will not receive advice or a recommendation from Warranty Direct. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

## 4. What will you have to pay Warranty Direct for their services?

- ☐ A fee.  
No fee. Your quotation will tell you about any other fees payable relating to this policy. When we sell you a policy the insurer pays us a commission which is a percentage of the total annual premium and we may also receive a share of annual profits if specific targets are reached.

## 5. Who regulates Warranty Direct?

Warranty Direct is authorised and regulated by the Financial Conduct Authority. Our FCA Register Number is 309075. Warranty Direct's permitted business is arranging general insurance contracts. You can check this on the FCA's Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

## 6. Ownership

Cardif Pinnacle Insurance Holdings plc owns 100% of Warranty Direct's share capital.

## 7. What to do if you have a complaint?

If you wish to register a complaint with Warranty Direct, please contact:

in writing Write to Warranty Direct, Floor 4, Fountain House, 2 Queens Walk, Reading RG1 7QF

...by phone Telephone 0800 731 7001.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

# Initial disclosure document (continued)



## 8. Is Warranty Direct covered by the Financial Services Compensation Scheme (FSCS)?

Warranty Direct is covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our liabilities to you, you may be entitled to compensation from the FSCS. Further information is available from their website – [www.fscs.org.uk](http://www.fscs.org.uk)

# Are you driving a car that's no longer under warranty?

Then you could be driving around in a ticking financial time bomb! Any second it could go bang, and blow your socks off with sky high repair bills. Don't risk it – get your car protected with an insured warranty from Warranty Direct. Warranty Direct offers comprehensive cover that's recommended by WhatCar?



**Get a quote today at [warrantydirect.co.uk](http://warrantydirect.co.uk) – we might just save you a fortune!**

**Call 0800 731 7001 | buy online [www.warrantydirect.co.uk](http://www.warrantydirect.co.uk)**

**Administration:** 0330 123 3971 | **Fax:** 0330 123 3505 | **Email:** [info@warrantydirect.co.uk](mailto:info@warrantydirect.co.uk) | **Web:** [www.warrantydirect.co.uk](http://www.warrantydirect.co.uk)

Registered Address: BNP Paribas Cardif Limited, Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire, WD6 2XX.

Registered in England and Wales 3233010. Authorised and regulated by the Financial Conduct Authority.

This policy GP02522 is underwritten by Pinnacle Insurance plc.

Correspondence Address: Warranty Direct, Floor 4, Fountain House, 2 Queens Walk, Reading, RG1 7QF.

Warranty Direct is a trading style of BNP Paribas Cardif Limited.