



Asset Protection Policy Document



Go Further

Introduction

Welcome to Ford Asset Protection. This policy is designed to help you in the event that your vehicle is stolen or damaged beyond economical repair and deemed to be a total loss by your motor insurance company.

Should the worst happen, Ford Asset Protection could pay the difference between the write off settlement from your motor insurance company and the price you paid for your vehicle or the outstanding balance on your vehicle finance agreement, or the lease or contract hire early termination charge, including any rentals paid in advance as a deposit, whichever is greater.

We hope you never need to claim on your Ford Asset Protection but if you do, you should follow the claims process shown on page 12. Please keep this book safe as you will need it if you have to make a claim – please don't store it in your vehicle; we recommend keeping it with your motor insurance documents.

Ford Asset Protection provides an exceptionally high level of cover and has received the top 5-star rating by Defaqto, the UK's leading independent financial services rating agency. This rating can be confirmed on the Defaqto comparison website.



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Ford Asset Protection Policy – Eligibility

Ford Asset Protection Eligibility

You dealer will have made sure **You** are eligible for Ford Asset Protection but **You** are eligible for cover if at the start of the policy:

- a) **You** are the registered keeper of the vehicle, policyholder or named driver on the **Motor Insurance Policy**;
- b) **You** hold a valid full UK driving licence;
- c) **You** hold a valid policy providing comprehensive motor insurance for the vehicle;
- d) **You** are at least 18 years of age;
- e) **You** are resident in the UK, the Isle of Man or the Channel Islands and remain so throughout the **Period of Insurance**.

The vehicle is eligible for cover if at the start of the policy:

- a) The vehicle is less than 10 years old;
- b) The vehicle has fewer than 100,000 miles on the odometer;
- c) The vehicle is not to be used for racing, pace making, speed testing, reliability trials or any off-road event;

- d) The vehicle is not to be used for hire or reward, short-term self-drive or driving tuition in connection with your occupation;
- e) The vehicle is not a commercial vehicle of more than 3,500kg gross weight, motorhome, kit-car, invalid carriage, a grey or parallel import or a vehicle not built for sale in the United Kingdom.

A full list of vehicle requirements is outlined on page 15.

What to do in the event of a query

If **You** have a query about this policy, please contact Ford Asset Protection on 0344 573 8107.

How to make a claim

If **You** have to make a claim on **Your Motor Insurance Policy** and **You** think **Your Vehicle** might be declared a **Total Loss**, here's what to do:

Contact Ford Asset Protection Customer Services on 0344 573 8107, or email GAPclaims@carcareplan.co.uk.

You will need to tell **Us** within 120 days of **Your Total Loss** occurring and when calling **Us**, **You** will need to have **Your** policy details ready.

Ford Asset Protection Policy – Definitions

Whenever the following words or expressions appear in **Your** policy they have the meaning given below. For ease of reference, defined words or expressions in **Your** policy are shown in bold type.

Accident Management Company

A company instructed by **You** to recover **Your** losses from a third party in circumstances of a non-fault motor accident.

Acts of Terrorism

Any act that the government of the **United Kingdom** considers to be an act of terrorism. The use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government for political, religious, ideological or similar beliefs. This includes trying to influence any government or intimidate the public.

Administrator

Car Care Plan Ltd
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG

Endorsement

Statements, found in **Your Schedule**, that either show changes to the terms of **Your** policy or terms that apply specifically to **You**.

European Motor Insurance Policy

Where your **Motor Insurance Policy** has been endorsed by **Your Motor Insurer** to provide cover in the event of accidental damage, fire, theft, or adverse weather conditions within the **European Union**.

European Union

European Union member countries.

Finance Agreement

Means the credit or hire purchase agreement between **You** and the **Finance Company** relating to **Your Vehicle**.

Finance Company

An authorised **United Kingdom** finance company with whom **You** have a **Finance Agreement** in respect of **Your Vehicle**.



Go Further

Ford Asset Protection Policy – Definitions (continued)

Finance Early Settlement Amount

The amount required to settle the credit or hire purchase agreement at the date of **Total Loss** excluding any amount carried over from a previous **Finance Agreement**, any insurance premiums, additional interest charges, discounts, incentives and cashbacks, arrears, road fund licence fee, title discharge fees and any other financed amount not relating specifically to **Your Vehicle**.

Glass's Guide

A motor industry publication which provides vehicle valuations.

Grey Import

A new vehicle destined for markets outside the **European Union** which is being brought into the **European Union** by parties outside the manufacturer's official distribution chain.

Insured Value

The value of **Your Vehicle** excluding any contents:

- As assessed by the **Motor Insurer** of the **Motor Insurance Policy** on **Your Vehicle** at the date of the **Total Loss**; or

- As assessed by the motor insurer of a third party against which **You** have a claim via an **Accident Management Company**, at the date of the **Total Loss**.

Please refer to the conditions under 'Making a Claim' within this policy.

Insurer

AmTrust Europe Limited
Registered Office:
Market Square House,
St James's Street,
Nottingham, NG1 6FG.
Registered in England No. 1229676

Introducer

The party, person or company who has arranged this insurance on **Your** behalf.

Lease Agreement

The contract hire or lease agreement with the **Lease Company** relating to **Your Vehicle**, for the use of **Your Vehicle**.

Lease Company

An authorised **United Kingdom Lease Company** with whom **You** have a lease or contract hire agreement in respect to **Your Vehicle**.

Lease Early Termination Charge

The net balance required by the **Lease Company** at the date of the **Total Loss** to settle the indebtedness under the **Lease Agreement**, excluding any arrears, all maintenance, road fund licence fee, insurance premiums, recoverable VAT, excess mileage charges, excess wear and tear charges and any uncollected **Premium** due under this policy.

Motor Insurance Policy

Means a policy issued by an authorised **United Kingdom Motor Insurer** in accordance with the Road Traffic Act 1988, which insures **Your Vehicle** on a comprehensive basis against accidental damage, fire, theft or adverse weather conditions throughout the **Period of Insurance**. Or, where **Your Vehicle** is being used by any permitted driver, a comprehensive **Motor Insurance Policy** held by them in respect of **Your Vehicle**. Please note: Motor trade insurance policies of any type are excluded.

Motor Insurance Excess

The amount deducted under **Your Motor Insurance Policy** if **Your Vehicle** is lost, stolen or damaged.

Motor Insurance Settlement

The provision of a replacement vehicle by **Your Motor Insurer**, or money **You** receive from the **Motor Insurer** for **Your Vehicle** or from a third party through an **Accident Management Company** following a **Total Loss** claim of **Your Vehicle**.

Motor Insurer

A **United Kingdom** authorised motor insurance company that issued the **Motor Insurance Policy** for **Your Vehicle**.

Negative Equity

Any outstanding finance carried over from a previous vehicle or **Finance Agreement** or **Lease Agreement**.



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Ford Asset Protection Policy – Definitions (continued)

Period of Insurance

The period of time between the **Start Date** of this policy and the earliest of the following dates:

- 12 months from the **Start Date** of the policy as shown on **Your Schedule** where **You** have purchased a 12 month term policy; or
- 24 months from the **Start Date** of the policy as shown on **Your Schedule** where **You** have purchased a 24 month term policy; or
- 36 months from the **Start Date** of the policy as shown on **Your Schedule** where **You** have purchased a 36 month term policy; or
- 48 months from the **Start Date** of the policy as shown on **Your Schedule** where **You** have purchased a 48 month term policy; or
- The date **Your Vehicle** is declared a **Total Loss**; or
- The date **Your Vehicle** is sold or transferred to a new owner or repossessed by the **Finance Company** or **Lease Company**; or

- The date on which **Your** policy is cancelled; or
- The date on which **You** do not pay the **Premium** due.

The policy is non-renewable.

Premium

The total amount **You** have agreed to pay **Us** for this insurance policy.

Proposal

The document or declaration that records the information **You** gave **Us** when **You** bought **Your** policy and which **Your** contract with **Us** is based on.

Purchase Price

The purchase price of **Your Vehicle** as confirmed in the net sales invoice which includes delivery, factory fitted accessories and dealer fitted options but excludes any insurance premiums, new vehicle registration fees, road fund licence fee, number plates, warranty costs, fuel, paintwork protection applications, other extras, arrears or **Negative Equity** transferred from a previous **Finance Agreement** or **Lease Agreement**.

Salvage Value

The amount deducted by the **Motor Insurer** from a **Motor Insurance Settlement**, to enable **You** to keep ownership of **Your Vehicle**.

Schedule

The document that names **You** as the policyholder and sets out what this policy covers **You** for. **We** will replace **Your Schedule** if **You** make any changes to the policy during the **Period of Insurance**.

Start Date

The date the insurance cover commences as shown on **Your Schedule**.

Sum Insured

The maximum amount that can be claimed in total during the **Period of Insurance** as stated in the **Schedule**.

Territorial limits

England, Scotland, Northern Ireland, Wales, the Isle of Man and the Channel Islands. **Your Vehicle** is also covered in the **European Union** and any other country shown on an International Motor Insurance Card ("Green Card") for as long as **You** maintain a comparable level of cover on **Your Motor Insurance Policy** as in the **United Kingdom** and that this cover is in force on the date of an incident that results in a **Total Loss**.

Total Loss

A claim under the **Motor Insurance Policy** for **Your Vehicle** or through an **Accident Management Company**, as a result of accidental damage, fire or theft, where **Your Vehicle** is beyond economic repair resulting in a **Motor Insurance Settlement**.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

We, Us, Our

AmTrust Europe Limited.



Go Further

Ford Asset Protection Policy – Definitions (continued)

You, Your, Insured

Means either:

- A private individual or sole trader who is at least 18 years of age and whose name is on the **Schedule**; or
- A partnership where one name is on the **Schedule**; or
- A limited company or other legal entity whose name is on the **Schedule**.

Your Vehicle

The car or light commercial vehicle up to 3.5 tonnes gross vehicle weight shown on **Your Schedule**.

Introducing your Ford Asset Protection Policy

This policy gives full details of **Your** cover.

Please read this policy and **Your Schedule** carefully and make sure that they meet **Your** needs.

If **You** have any questions, please contact the **Introducer** or the **Administrator** and they will help **You**.

Please keep all **Your** insurance documents in a safe place, as **You** may need to read them if **You** want to make a claim.

Our Contract with You

We will provide Ford Asset Protection Insurance under the terms, exceptions, conditions and any **Endorsement** of this policy, relating to any **Period of Insurance** for which **We** have accepted **Your Premium**, and **You** have made payment in full or have entered into an agreement to pay **Your Premium**.

This contract is based on the **Proposal** (or any statement of facts or statement of insurance **We** prepare using the information **You** have provided), and any declaration **You** make. The **Schedule** and any **Endorsement** are all part of this policy. **You** must read all the documents that make up **Your** policy as one document.

The Law that Applies to this Policy

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.



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Making a Claim

If You consider Your Vehicle is likely to be declared a Total Loss, here's what to do.

We hope You will find Our service fast, efficient and friendly.

Contact Ford Asset Protection Customer Services on **0344 573 8107**, or email GAPclaims@carcareplan.co.uk.

You will need to tell Us within 120 days of Your Total Loss occurring. When notifying Us You will need to have the following information:

- Your policy number; and
- Your details as recorded on the **Schedule**.

IMPORTANT

Please contact the Ford Asset Protection Administrator, Car Care Plan, in order to register Your claim prior to agreeing any settlement offer from Your Motor Insurer or from a third party through an Accident Management Company.

The **Administrator** may arrange for one of its representatives to visit You to help investigate Your claim.

The **Administrator** may, in Your name, take over and deal with a claim to try to recover from others any money the **Administrator** has paid out under this policy. At all times You must give the **Administrator** whatever help it needs.

In the matters of a claim the **Administrator** acts on behalf of the **Insurer**.

Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim any information You have supplied relevant to this insurance cover and on a claim form, together with any other information relating to the claim, will be provided to the register in compliance with the Data Protection Act 1998 or any subsequent legislation.

Data Protection Act 1998

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Our Customer Care Policy

We are committed to treating **Our** customers fairly. However, **We** realise that there may be times when things go wrong.

In the unlikely event of a complaint, **You** should contact the **Administrator** in the first instance on 0344 573 8107 or in writing to:

Car Care Plan,
Customer Services,
Jubilee House,
5 Mid Point Business Park,
Thornbury,
West Yorkshire BD3 7AG.

You can also email the **Administrator** at complaints@motor-admin.com.

Please tell the **Administrator** **Your** name and **Your** claim number or policy number and the reason **You** are complaining. Calls to the **Administrator** may be recorded.

The **Administrator** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action the **Administrator** is taking. The **Administrator** will try to resolve the problem and give **You** an answer within four weeks. If it will take the **Administrator** longer than four weeks, they will tell **You** when **You** can expect an answer.

Financial Ombudsman Service

In the event **You** remain dissatisfied with the manner in which **Your** complaint has been dealt with then **You** also have the right to ask the Financial Ombudsman Service to review 1 case. The right to apply to the Ombudsman must be exercised within six months of the date of our final decision. For more information **You** can visit the Financial Ombudsman Service website www.financial-ombudsman.org.uk or write to:

The Financial Ombudsman Service
Exchange Tower,
London E14 9SR

Telephone: 0800 023 4567

Mobile: 0300 123 9123

The above complaints procedure is in addition to **Your** statutory rights as a consumer and does not affect any legal right **You** have to take action against **Us**. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.



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Our Customer Care Policy (continued)

Financial Conduct Authority and the Prudential Regulation Authority

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, under number 202189.

This can be checked on the Financial Services Register by visiting the FCA's **website at www.fca.org.uk/register** or **You** can phone them on **0800 111 6768**.

Financial Services Compensation Scheme

AmTrust Europe Limited, who underwrite this insurance 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 upon the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit. For further information about the scheme (including the amounts covered and eligibility to claim) please refer to the FSCS website **www.FSCS.org.uk** or call **0800 678 1100** or **0207 741 4100**.

This product conforms to the Motor Industry Code of Practice for Vehicle Warranty Products. For more information on the Code and what it means for **You** please visit **www.motorcodes.co.uk**.



Peace of mind for motorists

Your Ford Asset Protection Cover

What We Will Cover

- **Your Vehicle** providing it is ten years old or under at the **Start Date** of this policy.
- **Your Vehicle** providing it has covered less than 100,000 miles at the **Start Date** of this policy.
- **Your Vehicle** providing it is shown in **Glass's Guide**.
- **Your Vehicle** providing it is registered with **Us** within 100 days from the original purchase date.
- **Your Vehicle** providing it is covered by a **Motor Insurance Policy** throughout the **Period of Insurance**, or where any permitted driver of **Your Vehicle** has a valid **Motor Insurance Policy** in force at the time of driving **Your Vehicle**.
- **Your Vehicle** providing it was not purchased via a private sale.
- **Your Vehicle** providing it is not used for daily or weekly rental.
- **You** providing **You** are either the owner of **Your Vehicle** or have a **Finance Agreement** or **Lease Agreement** in relation to **Your Vehicle** or are the registered keeper of **Your Vehicle**.
- **You** providing **You** are at least 18 years of age at the **Start Date** of this policy if **You** are a private individual or a sole trader.
- **You** providing **You** are resident in the **United Kingdom** for the **Period of Insurance** of this policy.
- **You** providing **You** applied for this insurance cover in the form approved by **Us**.
- **You** providing **You** have paid or agreed to pay the insurance **Premium** for this policy.
- **You** providing **You** agree to comply with the terms and conditions of this policy.
- The incident resulting in a **Total Loss** occurring within the **Period of Insurance** of this policy.
- The incident resulting in a **Total Loss** occurring in the **Territorial Limits**.



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Your Ford Asset Protection Cover

Following the **Total Loss** of **Your Vehicle** during the **Period of Insurance**, **We** will pay the difference – up to the **Sum Insured** – between the **Insured Value** and the **Purchase Price** of **Your Vehicle** as confirmed in the net sales invoice.

If the **Finance Early Settlement Amount** is greater than the **Purchase Price** of **Your Vehicle**, **We** will pay the difference – up to the **Sum Insured** – between the **Insured Value** and the **Finance Early Settlement Amount**. The benefit will be paid to the **Finance Company** and **We** will pay any excess over the **Finance Early Settlement Amount** to **You**.

If **You** have a **Lease Agreement**, **We** will pay the difference up to the **Sum Insured** between the **Insured Value** and the **Lease Early Termination Charge** to the **Lease Company** as well as the original up-front payment that **You** had made in the form of rentals paid in advance. There is no limit to the maximum benefit payable where **Your Vehicle Purchase Price** is up to £75,000.

Any amount due will be paid to **You** where **Your Vehicle** is not subject to a **Finance Agreement** or **Lease Agreement**.

What We Will Not Cover

- **Your Vehicle** if it is over ten years old at the **Start Date** of this policy.
- **Your Vehicle** if it has covered over 100,000 miles at the **Start Date** of this policy.
- **Your Vehicle** if it has not been registered with **Us** within 100 days of the original purchase date.
- **Your Vehicle** if **You** have not claimed under the **Motor Insurance Policy** or from a third party through an **Accident Management Company** or **Your** claim has not been settled as a **Total Loss**.
- **Your Vehicle** if it is **Insured** on any type of motor trade insurance policy.
- **Your Vehicle** if it is not shown in **Glass's Guide**.
- **Your Vehicle** if it has been modified other than in accordance with **Your Vehicle** manufacturer's specification. In this instance, cover will not be provided if **We** determine that the **Total Loss** occurred as a result of this modification.

Your Ford Asset Protection Cover (continued)

- **Your Vehicle** if it is a scooter, motorcycle, touring caravan, non-**United Kingdom** specification **Vehicle** or not built for principal sale in the **United Kingdom** or classed as a **Grey Import**, kit car, bus, coach, commercial **Vehicle** more than 3.5 tonnes, truck or a heavy goods **Vehicle**.
- **Your Vehicle** has not been supplied to **You** by a recognised motor **Vehicle** retailer.
- **Your Vehicle** if it is owned by a garage, **Vehicle** trader or any other associated **Vehicle** trade company.
- **Your Vehicle** if it is manufactured in the United States of America and is not a right hand drive.
- **Your Vehicle** if it is manufactured in the United States of America and has been imported directly from that country and has not been purchased as new from an authorised **United Kingdom** distributor.
- **Your Vehicle** if it is used for daily or weekly rental.
- **Your Vehicle** if it is used as an emergency or military vehicle, courier or delivery vehicle, invalid carrier, for driving school tuition, for any hire or reward or as a taxi.
- **Your Vehicle** if it is used for track days, road racing, rallying, pace making, speed testing or any other competitive event.
- **You**, if **You** are under 18 years of age at the **Start Date** of this policy, if **You** are a private individual or a sole trader.
- A **Total Loss** where the **Total Loss** occurred before the inception of this insurance.
- A **Total Loss** caused by someone not eligible to drive **Your Vehicle** under the terms of the **Motor Insurance Policy** for whom **You** gave consent, or where the person driving **Your Vehicle** did not have fully comprehensive insurance in place for the **Vehicle**.
- A **Total Loss** caused by someone who does not hold a valid driving licence or is in breach of the conditions of their driving licence, for whom **You** gave consent to drive **Your Vehicle**.
- A **Total Loss** occurring outside the **Territorial Limits**.
- A **Total Loss** occurring where **Your Vehicle** had been driven in the **European Union**, other than the **United Kingdom** or any other country shown on an International Motor Insurance Card ("Green Card"), where **You** have not kept in force a **Motor Insurance Policy** providing an equivalent level of cover as **You** would have enjoyed in the **United Kingdom**.



Go Further

Your Ford Asset Protection Cover (continued)

- Any loss of use of **Your Vehicle** or any other costs that are directly or indirectly caused by the event which led to **Your** claim, unless specifically stated in this policy.
- Any loss or destruction or damage to any property and any expense incurred as a result.
- Any **Premium** owed that is deducted from the settlement by the **Motor Insurer** of a **Total Loss** claim on **Your Vehicle**.
- Any **Motor Insurance Excess** above £250 that is deducted from the settlement by the **Motor Insurer** of a **Total Loss** claim on **Your Vehicle**.
- The **Salvage Value** of **Your Vehicle** if **You** are not required to transfer the ownership to the **Motor Insurer**.
- Any claim where the **Motor Insurer** has offered to repair **Your Vehicle** but **You** have requested the claim to be dealt with on a **Total Loss** basis.
- The VAT element of any claim where **You** are VAT registered.
- If the **Finance Early Settlement Amount** from the **Finance Agreement** is greater than the original **Purchase Price**, **We** will deduct any arrears and any interest payable on those arrears.
- Any amount due under the **Finance Agreement** relating to any insurance premiums, new vehicle registration fees, road fund licence fee, number plates, any arrears, all maintenance, recoverable VAT, excess mileage charges, excess wear and tear charges, warranty costs, fuel, paintwork protection applications, other extras, arrears, any interest payable on these.
- Any **Negative Equity**.
- Any liability where the terms of the policy have been amended or altered without **Our** written consent to **You**.
- Any **Premium** due that has not been paid to **Us**.
- The same percentage or amount deducted by the **Motor Insurer** of **Your Vehicle**, if they reduce the **Motor Insurance Settlement** because of **Your** failure to provide correct information or inform **Your Motor Insurer** of any changes that could adversely affect **Your Motor Insurance** policy. For example, if **Your Vehicle** has no valid MOT test certificate or lack of servicing at the time of the **Total Loss** or **You** fail to disclose to the **Motor Insurer** any previous losses or motoring offences including convictions, endorsements, penalty points, speed camera offences and disqualifications or criminal prosecutions. Please note, this does not include any amount deducted by the **Motor Insurer** of **Your Vehicle** for any identified pre-existing damage.

General Exceptions Under this Policy

Earthquake

We will not cover any **Total Loss** if the loss or damage to **Your Vehicle** is caused by earthquakes.

Fraud

We will not pay any claim and all cover under the policy will end from the date **You** (or anyone acting for **You**):

- Make a false or exaggerated claim or support **Your** claim with forged or fraudulent documents or evidence; or
- Make a false or exaggerated **Total Loss** claim or support **Your Total Loss** claim with forged or fraudulent documents or evidence; or
- Deliberately cause the loss or damage.
- **We** also reserve the right to inform the Police, and to recover any benefit payment made in respect of a fraudulent claim if new information comes to light at a later date.

Pressure Waves

This policy does not cover any **Total Loss** caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.

Radioactivity

This policy does not cover any **Total Loss** caused by:

- Ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel; or
- Radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

Riot

We will not cover any **Total Loss** that is caused by riot or civil commotion if the loss or damage to **Your Vehicle** happens outside the **United Kingdom**.

War

This policy does not cover any **Total Loss** caused by war, invasion (whether or not war is declared), revolution, military force, **Acts of Terrorism** or other hostile events, unless **We** must provide cover under the Road Traffic Acts.



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Conditions that Apply to this Policy

Transferring Your Cover

In the event that **Your Vehicle** is declared a **Total Loss** by the **Motor Insurer**, whereby the **Motor Insurer** has provided **You** with a replacement vehicle or **Your Vehicle** is replaced under a manufacturer's or dealer's warranty, **You** may transfer this policy to the replacement vehicle subject to the following terms and conditions:

- The **Total Loss** has occurred within 12 months of the **Start Date** of this policy; and
- The replacement vehicle must have been provided by the **Motor Insurer** in settlement of a claim for the **Total Loss** of **Your Vehicle**; and
- The **Start Date** of the policy will remain the same; and
- The **Period of Insurance** will remain the same; and
- **You** have not made a claim under **Your** policy relating to **Your Vehicle** or **Motor Insurance Excess**.

If You have taken out a Finance Agreement to purchase Your Vehicle, the Purchase Price of Your original one will be used to calculate any future claim under this policy, irrespective of whether the Purchase Price of the replacement vehicle is higher or lower than Your original Vehicle.

How to Transfer

- Write to the **Administrator** within 30 days of having taken delivery of the replacement vehicle.
- Provide a copy of the original invoice for **Your Vehicle**.
- Provide a copy of the invoice for the replacement vehicle.

Cancelling Your Cover

If this policy does not meet **Your** needs, **You** have 30 days from the date **You** received **Your** policy documents to cancel the policy and obtain a full refund. To cancel **Your** policy within this 30-day period please contact the **Introducer** who sold **You Your** policy.

If **You** wish to cancel **Your** policy after this 30-day period, **You** can cancel at any time and receive a pro rata refund. To cancel your policy please contact the **Administrator** by calling **0344 573 8107** or by writing to:

Ford Asset Protection Administration
Jubilee House,
5 Mid Point Business Park,
Thornbury,
West Yorkshire BD3 7AG.

Conditions that Apply to this Policy (continued)

An administration fee of £20 will be deducted from the calculated amount prior to any refund being paid.

Please note that **We** will not give **You** a refund if **You** have claimed for the **Total Loss** of **Your Vehicle** or an incident has happened where **You** could make a claim for a **Total Loss**.

If **You** have paid for **Your** policy in cash or on a **Finance Agreement** (other than a Car Care Plan Ltd instalment agreement) or **Lease Agreement** provided **You** have not made a successful claim, the **Administrator** will provide **You** with a refund proportional to the length of time the policy has been in force and is calculated using the policy **Start Date**. The amount of refund **You** receive will be based on each full calendar month remaining on **Your** policy as a percentage of the original duration of **Your** policy less an administration charge of £20.

If **You** have paid for **Your** policy by instalment payments through an instalment agreement with Car Care Plan Ltd, any refund amount owed to **You** will be calculated in line with the following rules:

- Where **You** have paid all the instalment payments, **We** will calculate the refund as above. The refund will be paid directly to **You**.

- Where **You** have NOT paid all the instalment payments, **We** will calculate the refund as above and:
 1. If the refund **You** are eligible for is in excess of the total outstanding instalment payments **You** owe Car Care Plan, **We** will pay the difference directly to **You**; or
 2. If the refund **You** are eligible for is less than the total outstanding instalment payments **You** owe Car Care Plan, **You** will not receive a cash refund. The refund will be applied as part payment of **Your** total outstanding instalment payments. **You** will continue to be responsible for paying the remaining outstanding payments on **Your** instalment agreement with Car Care Plan until the balance calculated at the time of notice of cancellation received by the **Administrator** has been settled.

We will not give **You** a refund if **You** have successfully claimed for the **Total Loss** of **Your Vehicle** or an incident has happened where **You** could make a successful claim for a **Total Loss**.

Please allow up to 28 days for **Your** cancellation and refund to be processed.



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Conditions that Apply to this Policy (continued)

Changes in Your Circumstances

Please tell the **Administrator** immediately about any of the following changes which may affect **Your** cover. If **You** fail to do so, **Your** policy may not be valid and **Your** claim may not be paid.

You must tell the **Administrator** if:

- **You** move house or change the place **You** keep **Your Vehicle**; or
- **Your** name changes (for example, by marriage); or
- **You** change **Your Vehicle** or the owner of **Your Vehicle** changes; or
- **You** change what **You** use **Your Vehicle** for (for example, **You** start using it for business purposes); or
- **You** make changes to **Your Vehicle**; or
- **You** develop any physical or mental problem that affects **Your** ability to drive; or
- **You** change **Your** registration number to a cherished number plate.

If **You** are unsure in any way about whether a change in circumstances may affect **Your** cover, please contact the **Administrator**.

Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only **You** and **We** may enforce any of the terms of this policy. This will not affect any rights other people or organisations have under other laws.

General

We will only provide the cover set out in this policy if **You** keep to all the terms and conditions of the policy.

Motor Insurance

Your Vehicle must be covered under a **Motor Insurance Policy** throughout the **Period of Insurance** and the policy must cover loss or damage to **Your Vehicle** caused by accidental damage, fire or theft. Please note: Motor trade insurance policies of any type are excluded.

Conditions that Apply to this Policy (continued)

Motor Insurer Settlement

If **You** decline the offer of a replacement vehicle under the terms of the **Motor Insurance Policy**, or **You** are eligible for a replacement vehicle under **Your Motor Insurance Policy** but **You** choose to pursue **Your** claim via an **Accident Management Company**, then the **Administrator** will settle the claim based on the value of the replacement vehicle and not the settlement figure offered under the **Motor Insurance Policy**.

Note this may result in no **Sum Insured** being paid.

The **Administrator** reserves the right to subject **Your Vehicle** to independent inspection.

If **You** accept a **Motor Insurance Settlement** from the **Motor Insurance Policy** before contacting the **Administrator** **We** reserve the right to contact the **Motor Insurer** in **Your** name to assess the offer of settlement and where necessary seek settlement in-line with **Glass's Guide** Retail at time of **Your Vehicle** being declared a **Total Loss**.

Any actions **We** take in **Your** name in relation to the **Motor Insurance Settlement** will not affect the payment of a claim under **Your** Asset Protection policy.

In the unlikely event that the **Insured Value** is no less than the **Purchase Price of Your Vehicle** at the date of the **Total Loss** claim, whereby a monetary claim of any amount cannot be made against this policy, **You** will be entitled to a full refund of **Premium**, inclusive of insurance **Premium** tax that **You** originally paid for this policy providing **You** have not entered into an agreement with an **Accident Management Company** to recover the cost of the policy from any third party.

Other Insurance

If **You** are covered by any other policy for any claim covered under this policy, **We** will pay only **Our** share of the claim (unless **We** say otherwise in this policy).

Paying Your Premium

Your Premium can be paid as a single **Premium** or as a monthly payment by direct debit. Whether **You** have opted to pay **Your Premium** as a single payment or by monthly direct debit **Your** policy will expire in accordance with the **Period of Insurance** of **Your** policy.



Go Further

Conditions that Apply to this Policy (continued)

If **You** have not paid **Your Premium**, **We** will not provide cover from the date the **Premium** was due.

If the monthly payment option has been chosen and any instalment is not paid **Your** policy will end 30 days after the date the missed instalment was due.

Subrogation

We may at **Our** own expense, following the payment of a claim, take over **Your** rights to recover payment or relief from a third party responsible for the loss, up to the amount paid out under the policy.

Your Duty

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions in the **Proposal** and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim. **We** may also recover any money **We** may have paid under this policy.

Data Protection Authorisation Statement

In processing and managing this policy, the **Administrator** will collect, transfer and store the information **You** have provided in their secure servers based in the United States of America. The **Administrator** has taken measures to ensure that there is an adequate equivalent level of protection of **Your** information in the U.S.A. in accordance with legislation in the **United Kingdom**.

In compliance with the Data Protection Act 1998, **You** are entitled to ask **Us** to amend **Our** records about **You** if they are not correct, and **You** may request a copy of the information **We** hold about **You** by applying to **Us** in writing addressed to:

Compliance Officer,
Car Care Plan Limited,
Jubilee House,
5 Mid Point Business Park,
Thornbury,
West Yorkshire BD3 7AG

Or by emailing CCPH_DPA@carcareplan.co.uk.

We may charge **You** the statutory fee of £10 for this service.

To make a claim phone Us on 0344 573 8107.

It is important that **You** only use this number to claim.

Notes



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Notes



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CCP 9651
05/2016

Ford Asset Protection is administered by Car Care Plan Limited.

Car Care Plan, Jubilee House, 5 Mid Point Business Park,
Thornbury, West Yorkshire BD3 7AG

www.carcareplan.co.uk

Phone: 0344 573 8129



Go Further