



Asset Protection Policy Document



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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.

Should you need to claim you should follow the claims process shown on page 16. Please keep your documents safe, we recommend that you don't store them in your vehicle.

Ford Asset Protection has the top 5 Star Rating from Defaqto. Defaqto is the UK's leading independent financial information business and all Defaqto Star Ratings, including this one, are available to view on the Defaqto comparison website.



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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.

Please read this policy and **Your Schedule** carefully and make sure that they meet **Your** needs. If **You** have any questions, please contact the **Administrator** on 0344 573 8107.

Certain words or expressions that appear in **Your** policy have the meaning given on page 6 under 'Definitions'.

Insurer and Administrator

Insurer

Your cover is provided by AmTrust Europe Limited.

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

Administrator

Your cover is administered by Car Care Plan Ltd.

You can contact Car Care Plan on 0344 573 8107.



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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.

Administrator

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

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**.

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** (Negative Equity), 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 **Your 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 or **Our** appointed assessor, at the date of the **Total Loss**.

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

Insurer

AmTrust Europe Limited.

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 **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 balance owing under the **Lease Agreement**, excluding any arrears, all maintenance, road fund licence fee, late payment charges, 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 a **Motor Insurer** in accordance with the Road Traffic Act 1988, which insures **Your Vehicle** on a comprehensive basis for the full market value of **Your Vehicle** throughout the **Period of Insurance**. Where **Your Vehicle** is being used by any permitted driver, a comprehensive **Motor Insurance Policy** must be 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 from **Your Motor Insurance Settlement** by **Your Motor Insurer**.

Motor Insurance Settlement

The amount **Your Motor Insurer** will pay to settle **Your** claim for total loss excluding any deductions they make, such as those to take account of, modifications, lack of servicing or invalid MOT test certificate.

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**.

Period of Insurance

The period of time between the **Start Date** of this policy and the expiry date as shown on **Your Schedule** or the earliest of the following:

- The date **Your Vehicle** is declared a **Total Loss**; or



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Definitions (continued)

The date **Your Vehicle** is repossessed by the **Finance Company** or **Lease Company**; or

- The date **Your Vehicle** is sold or transferred to a new owner; or
- The date on which **Your** policy is cancelled; or
- The date on which **You** do not pay the **Premium** due.

Your policy is non-renewable.

Premium

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

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. **We** exclude all deposit allowances, discounts, rebates, concessions, cashbacks, incentives and contributions. **We** also exclude new vehicle registration fees, road fund licence fee, number plates, warranty costs, fuel, servicing plans, 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 will be provided to **You** and gives the details of the **Vehicle** covered. **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**.

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 **Your Motor Insurance Policy** for **Your Vehicle** 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 and Northern Ireland.

We, Us, Our

AmTrust Europe Limited.

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**.



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Eligibility

Your Vehicle must:

- be under ten years old at the **Start Date** of this policy.
- have covered less than 100,000 miles at the **Start Date** of this policy.
- be shown in **Glass's Guide**.
- be registered with **Us** within 100 days of the original purchase date.
- be covered by a **Motor Insurance Policy** throughout the **Period of Insurance**.
- have been supplied to **You** by a recognised motor vehicle retailer.
- be insured by a **Motor Insurance Policy** providing comprehensive motor insurance to the full market value, not to trade cost or an agreed value.

Your Vehicle must not:

- be insured on any type of motor trade insurance policy.
- be used as an emergency or military vehicle, courier or delivery vehicle, for driving school tuition, for any hire or reward or as a taxi.
- be used for track days, road racing or rallying, pace making, speed testing or any other competitive event.
- have been purchased via a private sale.
- have 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.
- be 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**.
- be owned by a garage, motor trader or any other associated motor trade company.
- have been manufactured in the United States of America and imported directly from that country and purchased as new from an authorised **United Kingdom** distributor.

You must:

- be 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**.
- be at least 18 years of age at the **Start Date** of this policy if **You** are a private individual or a sole trader.
- be resident in the **United Kingdom** for the **Period of Insurance** of this policy.
- have applied for this insurance cover in the form approved by **Us**.
- have paid or agreed to pay the insurance **Premium** for this policy.
- agree to comply with the terms and conditions of this policy.

Changes in Your Circumstances

Please tell the **Administrator** immediately about any of the following changes that 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
- **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** change **Your** registration number to a cherished number plate.



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What is Covered

Following the **Total Loss of Your Vehicle** during the **Period of Insurance**, **We** will pay the difference 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 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 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.

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

What is Not Covered

We will not cover:

- the first £500 of **Your** claim where **You** or the person driving **Your Vehicle** at the time of loss is under 25 years old. Please note, this only applies to at-fault collision claims.
- a **Total Loss** where the **Total Loss** occurred before the **Start Date** of this insurance.
- a **Total Loss** caused by someone using **Your Vehicle** with **Your** consent that is not eligible to drive **Your Vehicle** under the terms of **Your Motor Insurance Policy** or 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**.
- 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 and other deductions 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.
- any arrears and any interest payable on those arrears if the **Finance Early Settlement Amount** from the **Finance Agreement** is greater than the original **Purchase Price**.



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What is Not Covered (continued)

- deposit allowances, discounts, rebates, concessions, cashbacks, incentives and contributions. Please refer to **Purchase Price** in the Definitions section.
- insurance premiums, new vehicle registration fees, road fund licence fee, servicing plans, number plates, any finance 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**.
- 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

Cyber Attack

We will not pay for any loss, damage, liability or expense, directly or indirectly caused by or contributed to, or arising from one single event where the use or operation of any system, software, malicious code, virus, process or any other electronic system, intended to inflict harm, impacts **Your Vehicle** and other vehicles simultaneously.

Earthquake

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

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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Making a Claim

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

Contact the **Administrator** 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**.

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

IMPORTANT

Please contact the **Administrator** in order to register **Your** claim prior to agreeing any settlement offer from **Your Motor Insurer**. **You** should maintain any loan or finance payments that are due whilst **Your** claim is being assessed by **Us**.

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**.

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.

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** then **We** will settle the claim based on the value of the replacement vehicle and not the settlement figure offered under the **Motor Insurance Policy**.

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

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.

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.

Subrogation (Our Rights of Recovery)

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.



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Policy Cancellation

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 subject to a cancellation fee of £20. 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.

Or email: CCPRefundRequest@carcareplan.co.uk

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**, the **Administrator** will provide **You** with a refund based on each full calendar month remaining on **Your** policy as a percentage of the original duration of **Your** policy, less a cancellation fee of £20. The percentage refund will be calculated from the date **Your** request to cancel is received.

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 Ltd, **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 Ltd, **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 Ltd until the balance calculated at the time of notice of cancellation received by the **Administrator** has been settled.

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

Transferring Your Cover

If within 12 months of the **Start Date** of this policy:

- a) **You** exchange **Your Vehicle** for a replacement vehicle through **Your** original supplying dealer; or
- b) **Your Vehicle** is declared a **Total Loss** by the **Motor Insurer** and the **Motor Insurer** provides you with a replacement vehicle; or
- c) **Your Vehicle** is replaced under a manufacturer's or dealer's warranty;

then **You** may transfer this policy to the replacement vehicle subject to the following terms and conditions:

- a new top-up policy will be issued to **You** for the replacement vehicle, for the same duration as the original policy; and
- Should the replacement vehicle be more expensive than **Your Vehicle**, then the new policy would cover the value of the replacement vehicle; and
- There will be no charge to **You** for providing **You** with this new top-up policy. This means that this new top-up policy will provide **You** with cover on **Your** replacement vehicle which matches the original term of **Your** first policy. For instance, if **You** originally purchased a 36 month term policy and **You** replace **Your Vehicle** after 6 months, **Your** new policy is topped up back to 36 months, providing **You** with an additional 6 months of cover for no charge.

Please note: If **You** had made a claim against **Your** original policy, **You** would not be eligible for this top-up policy.

How to Transfer

- Write to the **Administrator** within 30 days of having take 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.



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Complaints Procedure

Should **You** have an enquiry or cause for complaint regarding the sale of **Your** policy, please contact the supplier who sold **You** the policy. **We** are committed to treating **Our** customers fairly. However, **We** realise that there may be times when things go wrong.

In the event of a complaint regarding **Your** policy, **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. 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 **Your** 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 or 0300 123 9123

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman Website at www.TheMotorOmbudsman.org. The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process in the event that **You** are not satisfied with the outcome of a concern.

For further information, **You** can visit The Motor Ombudsman website at www.TheMotorOmbudsman.org or call their Information Line on 0345 241 3008.



Motor Industry Code of Practice for

Vehicle Warranties

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.

Legal, Regulatory and Consumer Information

The Law that Applies to this Policy

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.

Language

All communication between **You** and **Us** will be conducted in English. **We** record telephone conversations to offer **You** additional security, resolve complaints and improve service standards. Conversations may also be monitored for staff training purposes.

For policyholders with disabilities the **Administrator** is able to provide, upon request, audio tapes and large print documentation. Please advise the Administrator if **You** require any of these services to be provided so the **Administrator** can communicate with **You** in an appropriate manner.

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.

Under English Law, it is an offence to make a false statement or to withhold any material information in order to obtain a schedule of insurance.

We reserve the right to decline any insurance risk or to change the **Premium** and the terms quoted.

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) you can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit the website www.fscs.org.uk or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.



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Privacy And Data Protection Notice

1. Data Protection

Car Care Plan Limited (the “Data Controller”) are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which the Data Controller processes **Your** personal data. For more information please visit www.view-privacy-policy.co.uk.

2. Use Of Your Personal Data

The Data Controller may use the personal data it holds about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from the Data Controller or which the Data Controller feels may interest **You**. The Data Controller will also use **Your** data to safeguard against fraud and money laundering and to meet the Data Controller’s general legal or regulatory obligations.

3. Disclosure Of Your Personal Data

The Data Controller may disclose **Your** personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller’s behalf. These include group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance

intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

4. International Transfers Of Data

The Data Controller may transfer **Your** personal data to destinations outside the European Economic Area (“EEA”). Where the Data Controller transfers **Your** personal data outside of the EEA, the Data Controller will ensure that it is treated securely and in accordance with the Legislation.

5. Your Rights

You have the right to ask the Data Controller not to process **Your** data for marketing purposes, to see a copy of the personal information held about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask for a copy of **Your** data to be provided to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with the Data Controller’s data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the contract, or the Data Controller’s business relationship with **You**, unless the data must be retained for a longer period due to business, legal or

regulatory requirements. If **You** have any questions concerning the Data Controller's use of **Your** personal data, please contact:

The Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG.

Anti-Fraud and Theft Registers

We or the **Administrator** may pass information to various anti-fraud and theft registers.

The aim is to help insurers check the information provided and to prevent fraudulent claims. When **Your** request for insurance is considered, these registers may be searched. When **You** tell the **Administrator** about an event, the information relating to the event will be passed on to the registers. It is a condition of this policy that **You** inform the **Administrator** about an event, whether or not it gives rise to a claim.

Fraud

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- makes a claim under the policy knowing the claim to be false or exaggerated in any way; or
- makes a statement in support of a claim knowing the statement to be false in any way; or

- provides the **Administrator** with any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- makes a claim for any loss caused by **Your** deliberate act or with **Your** agreement.

Then **We** or the **Administrator**:

- will not authorise the claim;
- may not authorise any other claim which has been or may be made under the policy;
- may declare the policy void;
- will be entitled to recover from **You** the amount of any claim already paid under the policy;
- will not return any of **Your Premium**;
- may let the police know about the circumstances.

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.



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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 8107



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