



Policy Terms and Conditions

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy.

Administrators

Surf and Protect Ltd are responsible for the registration of Your policy details, MB&G Insurance Services Limited should be contacted regarding any claim.

Contract of Insurance

Your Invoice GAP policy has been arranged by Surf and Protect Ltd with UK Underwriting Limited on behalf of: AXA Insurance UK plc, Registered in England No.78950. Registered Office: 5 Old Broad Street, London, EC2N 1AD. Surf and Protect Ltd, UK Underwriting Limited, and AXA Insurance UK plc are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 66606 1234.

Insured Value

The value of the insured Vehicle (excluding contents but including factory and dealer fitted accessories endorsed by the manufacturer) at the date of the Total Loss as assessed by Your Motor Insurer.

Insured/You/Your

The person who purchased the vehicle forming the subject matter of this policy.

Limit of Liability

The maximum amount that can be claimed under this policy as stated on the Policy Schedule.

Market Value

The Market Value of the insured Vehicle will be determined by reference to Glass's Guide Retail value.

Motor Insurer

An authorised UK insurance company that issued a comprehensive Motor Insurance Policy covering Your Vehicle.

Motor Insurance Policy

A policy providing Comprehensive Motor Insurance in respect of the Vehicle which is effected and kept in force or replaced by a similar Comprehensive Motor Insurance Policy for the duration of the Period of Insurance.

Net Invoice Selling Price

Is the purchase price of the Vehicle (including factory and dealer fitted accessories endorsed by the manufacturer) including any discount given, but excluding any warranty, new vehicle registration fee, any insurance premiums, road fund licence, fuel and paintwork protection applications, any arrears or negative equity transferred from a previous agreement.

Period of Insurance

The term of cover shall not exceed 48 months from date of the purchase of Your policy. Details regarding the duration of Your policy can be found on Your Policy Schedule. Cover is not transferable and has no surrender value and no refund of premium is available after the 14 day cooling off period.

Policy Schedule

Confirmation of cover confirming details of the Vehicle, Insured, Period of Insurance, type of policy selected and the Limit of Liability.

Proposal

Any information provided by the Insured or on their behalf. In consideration of the Insured having completed an application and the required premium being paid to the Administrator (Surf and Protect Ltd). The Insurer agrees to indemnify the Insured up to the Limit of Liability detailed on the Policy Schedule, subject always to the definitions, conditions, exclusions and periods contained herein.

Territorial Limits

England, Scotland, Northern Ireland, Wales, Isle of Man and the Channel Islands. The Vehicle is also covered in the European Union, Croatia, Iceland, Norway, Switzerland, Liechtenstein and Andorra for a maximum of 90 days in any 12 months of cover, providing the cover provided by Your Motor Insurer is an equivalent level of cover as You would have enjoyed in the United Kingdom (UK).

The Insurer/We/Us/Our

UK Underwriting Limited on behalf of AXA Insurance UK plc.

Total Loss

Where an Insured person has claimed under their Motor Insurance Policy and the claim has been settled, with the Vehicle being surrendered to the Motor Insurers or otherwise, and a Total Loss payment made.

Vehicle

Any Vehicle registered and principally used in the UK, having a maximum purchase price up to £100,000 (including factory and dealer fitted accessories endorsed by the manufacturer), which is less than six years old on the date of purchase of Your policy. The following vehicle uses / manufacturers are excluded from cover: Vehicles not listed in Glass's Guide, kit cars, invalid carriages, taxis, self drive, hire & reward, driving schools, Vehicles used in any sort of competitions or rallies, Vehicles used solely for delivery or courier purposes and commercial vehicles of more than 3500kg gross weight. All American, Australian and Canadian vehicles (unless built for the UK market).

The value of a non-UK sourced vehicle will at the discretion of the Insurer be based on the original Net Invoice Price or a UK equivalent vehicle provided by a manufacturer or manufacturer's agent in the UK and specified for use in the UK. The value will be used to determine the difference between the original Vehicle purchase price and the value at the time of the loss.

Cover Provided by Your Invoice GAP Insurance Policy

What is Covered

Your Invoice GAP Insurance pays the difference between the Insured Value of Your Vehicle and the Net Invoice Selling Price You originally paid for the Vehicle, subject to the Limit of Liability stated on the Policy Schedule. The maximum Vehicle price shall not exceed £100,000.

Note: If the Net Invoice Selling Price of the Vehicle exceeds the *Glass's Guide* retail value, the Insurer reserves the right to adjust the claimed amount to reflect the actual Market Value of the Vehicle at the time of purchase. Any adjustment applicable will be deducted from the payment made under Your policy.

Invoice GAP Insurance



**SURF and
PROTECT**
Online Peace of Mind

Last amended: 18/07/2008

www.surfandprotect.com

Insurance provided

If a Total Loss occurs within the Period of Insurance, the maximum amount that the Insurer will pay in respect of any one claim shall not exceed the Limit of Liability specified on the Policy Schedule (including VAT), subject to the Total Loss occurring within the Territorial Limits during the Period of Insurance and providing the Motor Insurer has made a full and final settlement.

Termination

The insurance provided hereunder will automatically terminate on the occurrence of one of the following:-

- a) The natural expiry date of the policy;
- b) Payment of a claim under the policy;
- c) The date on which the Insured shall sell or otherwise dispose of the said Vehicle.

Cancellation

We hope You are happy with the cover this policy provides. However, if after reading Your policy, this insurance does not meet with Your requirements, please return it to Surf and Protect Ltd, within 14 days of issue and We will refund Your premium. The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at the Insured's last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Exclusions

This insurance does not cover:

- a) In respect of any Total Loss which is not subject of an indemnity under the accidental damage, fire or theft section of the Motor Insurance Policy or which occurs while the Vehicle is being driven or used by a person not covered under the Motor Insurance Policy, used for hire or reward, driving tuition, taxis, racing, pace making, speed testing or reliability trials. Vehicles not listed in Glass's Guide, kit cars, invalid carriages, Vehicles used solely for delivery or courier purposes and commercial vehicles of more than 3500kg gross weight. All American, Australian and Canadian vehicles (unless built for the UK market) or is being driven by any person not holding a full UK licence to drive the Vehicle.
- b) In respect of any Total Loss arising during (unless it be proved by the Insured that the loss or damage was not occasioned thereby) or in consequence of war, riot or civil commotion elsewhere in Great Britain, Isle of Man or the Channel Islands.
- c) In respect of any Total Loss by an accident when the driver of the Vehicle is 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.
- d) Any liability in connection with the use or ownership of the Vehicle.
- e) In respect of any claim whatsoever in the event that the driver of the Vehicle at the time of the incident giving rise to a claim hereunder was driving illegally.
- f) Any Vehicle, which is not covered by a Motor Insurance Policy for the full duration of the Period of Insurance.

- g) Any Vehicle, which is left unattended unless all security devices and immobiliser are activated and are in full working order, (in addition all doors must be locked and keys removed from the Vehicle).
- h) Any amount advanced in excess of the Market Value of the Vehicle at the time of the purchase.
- i) If the insured Vehicle is stolen by any person who has access to the keys of the Insured Vehicle.
- j) If the Insured person has the option under their Motor Insurance Policy to have the Vehicle replaced New for Old following the agreed Total Loss of the Vehicle covered hereunder (the balance of the cover hereunder will on request be transferred to the replacement Vehicle).
- k) If any misrepresentation or concealment is made by or on behalf of the Insured person in obtaining this insurance or in support of any claim there under.
- l) The Total Loss occurs outside Great Britain, Northern Ireland, Isle of Man, Channel Islands, European Union or any other country for which an International Motor Insurance Card (Green Card) is issued.
- m) In respect of any excess deducted under the Motor Insurance Policy.
- n) If either the application details or the premium are not received by the Insurer;
- o) The VAT element of any claim where the Insured is VAT registered;
- p) Where the loss occurred before the Period of Insurance.

Specific Conditions

Eligibility Requirements

The insurance hereunder is subject to the Insured being insured under a Motor Insurance Policy, or International Motor Insurance Card (Green Card), effective at the date of Total Loss.

Best Endeavours

The Insured shall, prior to the acceptance of any claim hereunder, demonstrate to the satisfaction of Insurer that they have used their best endeavours to obtain the maximum settlement under their Motor Insurance Policy. If the Insured accepts an offer of settlement from their Motor Insurer of less than the current Market Value of the Vehicle then the Insurer reserves the right to calculate the loss at the current Market Value of the Vehicle according to Glass's Guide or a similar publication at the time of the loss.

Assignments

The Insured person shall not be entitled to assign any of their rights hereunder unless agreed by the Insurer.



General Conditions

1. Cover is restricted to the confines of the Territorial Limits.
2. Identification – the Terms and Conditions and Policy Schedule will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.
3. Non Disclosure, Misrepresentation or Misdescription – this Policy is voidable if You or anyone acting for You fails to disclose, misrepresents or misdescribes any material fact. If the Insurer voids this policy they will void it in its entirety and no cover will apply.
4. Fraud – the Insurer will void this policy in its entirety from the date of loss or alleged loss and no cover provided will apply if:

(a) a claim made by You or anyone acting on Your behalf to obtain any benefit is fraudulent or intentionally exaggerated;

or

(b) a false declaration or statement is made in support of a claim under this policy.
5. Subrogation – the Insurer may at their own expense take such proceedings as they think fit in the name of the Insured to enforce any rights and remedies against or obtain relief or indemnity from other parties to which the Insurer shall be or may become entitled or subrogated under this policy and the Insured shall at the request and expense of the Insurer do such acts and things as may be reasonably required by the Insurer for that purpose.
6. Arbitration Procedure – if the Insurer accepts Your claim but disagrees with the amount due to You, the matter will be passed to a legally appointed arbitrator. When this happens, an award must be made before proceedings can be started against Us.
7. Observance of Policy Terms – it is a condition precedent to Our liability that You and anyone claiming indemnity has complied with the terms and conditions of this policy.
8. This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Insured's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.
9. Contribution – if at any time of any loss or damage arising under this policy there is another Insurance Policy covering such loss or damage, the Insurer will not be liable for more than their rateable proportion.
10. Limit of Liability – in the event of a claim payment as a consequence of any insured event the Insurer will deem that full liability has been met under the terms of this policy and the insurance cover will cease upon settlement. In no circumstances shall the liability of the Insurer exceed the amount shown in the Policy Schedule.
11. Premium – the premium is not refundable once the 14-day cooling off period has expired.
12. Claims – the Insurer shall not be liable for any claim arising directly or indirectly caused by or contributed by or in consequence of a loss listed under the headings "Exclusions" and "General Exclusions".

13. No agent is authorised to alter or amend this policy to waive any conditions or restrictions contained therein, to extend the time for paying a premium, or to bind the Insurer by making any promises or representations or by giving or receiving information. This policy cannot be varied, altered or its contents waived in any respect unless by written agreement endorsed thereon or by the driver attached thereto, and signed by an authorised Official of the Insurer.

Claims Conditions

In the event of any loss or damage, which may give rise to a claim the Insured or their legal personal representative must at their own expense:

- i. Supply all information and assistance, which the Insurer may reasonably require in establishing the amount of any payment under this insurance.
- ii. Notify the police of any loss or damage by theft within 24 hours or as soon as reasonably possible.
- iii. Written notice of the facts on which the claim is based, to be provided to the Insurer within 30 days of the date of the Total Loss.

General Exclusions

The Insurer will not be liable for any claim for:-

1. Loss or damage caused by or arising from:
 - i. the intentional act or willful neglect of the Insured,
 - ii. experiments involving the imposition of any abnormal conditions on the insured Vehicle.
2. Loss of use of the Insured Vehicle or consequential loss of any nature whatsoever.
3. Penalties for delay or detention or in connection with guarantees of performance or efficiency, which is directly or indirectly caused by or is a result of:
 - i. earthquake,
 - ii. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power confiscation, or nationalisation,
 - iii. riot or civil commotion outside England, Scotland, Wales, the Isle of Man and the Channel Islands.
4. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss;
5. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to be or arising from ionising radiations or contamination by radioactivity from the combustion of nuclear fuel.
6. For damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.
7. For liability, which attaches by virtue of an agreement but which would not have attached if the agreement did not exist.
8. Where an insured vehicle has been used:
 - i. for racing, pace making, speed testing, reliability trials or any off-road use,
 - ii. for the carriage of goods or passengers for hire or reward,
 - iii. as a short-term self drive car,
 - iv. for driving tuition.



How to Claim

In the event of a possible claim under this policy please follow the claims procedure set out below with written notice of the facts on which the claim is based, to be provided to the Administrator within 30 days of the date of the loss. If such notice should not be given within such period or any extension agreed by the Insurer, no payment under this policy will be granted.

Claims Procedure

Contact Surf and Protect Limited c/o MB&G Insurance Services Limited immediately in writing at:

Surf and Protect Limited c/o,
MB&G Insurance Services Limited,
21/26 Howard House,
Howard Street,
Northshields
Tyne & Wear,
NE30 1AR

or by telephoning 0870 7571472 with the following information:-

- Your name, address and postcode
- a daytime contact telephone number
- the policy reference number
- details of the Vehicle

We will then advise You how to proceed with Your claim. Please quote Your policy number in all correspondence.

UK Underwriting Ltd are an insurers agent and in the matters of a claim act on behalf of the insurer.

Arbitration

If the Insurer accept that there is a claim under this insurance but there is a disagreement in respect of the amount to be paid, the disagreement will be referred to an arbitrator appointed in accordance with current statutory provisions. In these circumstances the arbitrators award must be made before there is any right of action against the Insurer.

Compensation Scheme

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about the compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

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.

Customer Service / Complaints

It is Our intention to give You the best possible service but if You do have questions or concerns about this Insurance or the handling of a claim You should in the first instance contact the Managing Director of the Administrators. The contact details are:

The Managing Director,
Surf and Protect Ltd,
PO Box 4184
Stocksbridge
Sheffield
S36 0AS

Tel:

0870 757 1471

Email:

support@surfandprotect.com

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

In the event You remain dissatisfied and wish to make a complaint, You can do so by contacting the following:

The Head of Claims,
UK Underwriting Limited,
2 Gibraltar House,
Bowcliffe Road,
Leeds, LS10 1HB.

If it is impossible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service, this also applies if You are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million, You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall, Docklands,
London, E14 9SR.
Tel: 0845 080 1800

This does not affect Your statutory rights.