Combined GAP/RTI Insurance



UNDERSTANDING YOUR POLICY

Please read this document carefully and make sure You understand and fully comply with its terms and conditions. Failure to do so may jeopardise the payment of any claim which might arise and could lead to the policy becoming void. Please ensure You keep it in a safe place so You can read it again if You need to.

We will provide the insurance as stated in the policy. The Proposal/Policy Schedule, which includes the signed declaration and the undertaking to pay the premium, is the basis of the contract and forms part of the policy. The policy contains details of the insurance cover You have bought, what is excluded from the cover and the conditions of this insurance.

Contract of insurance

The policy is evidence of a contract of insurance. The policy will only become effective when We have received payment in full and received and accepted Your Proposal/Policy Schedule.

The Proposal/Policy Schedule

This must be kept with the policy booklet and contains Your details, details of the Vehicle and the Period of Insurance. Please check that the information contained in the Proposal/Policy Schedule is correct and that it meets Your requirements. If it does not, please contact the Introducer who arranged this insurance for You or the Administrator

Eligibility

You are eligible for the policy if at the date of commencement of the Period of Insurance:

- You are the owner of the Vehicle or in respect of contract hire and leasing contracts the authorised driver for the Vehicle.
- You are the insured person and named as the policyholder in the Motor Insurance Policy for the Vehicle.
- Any finance agreement secured on the Vehicle is in Your name and that the original amount financed is less than or equal to the Vehicle purchase price.
- You have notified Us of any Vehicle transfer and Your replacement Vehicle does not exceed the invoice price for the original Vehicle. For information on this banding, please contact the Administrator.

Legal Rights

This insurance is in addition to Your legal rights and is not to be substituted for the supplier's liability if the Vehicle is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

DEFINITIONS

The words below have a specific meaning and will appear throughout this document with a capital letter. For ease of reference these definitions have been placed in alphabetical order.

Administrator means

Autoprotect Polska spółka ograniczona odpowiedzialnością, a company incorporated under the laws of Poland, under KRS number 0000285494 with the following business address:

Autoprotect Polska spółka ograniczoną odpowiedzialnością ul. Obrońców 14, 03-993 Warsaw, Poland

The correspondence regarding this warranty should be delivered to the subcontractor AutoProtect MBI Ltd with the following address:

Global Warranty Claims Centre c/o AutoProtect (MBI) Limited Warwick House Roydon Road, Harlow CM19 5DY United Kingdom Telephone number: 015314891. Claims Office means the office, which deals with claims matters arising from the policy and the telephone number detailed in this document.

Date of Loss means the date of the incident to the Vehicle in respect of which a Total Loss is subsequently paid under the Motor Insurance Policy.

Geographical Limits means the area in which the policy is effective and are Republic of Ireland, Great Britain, Northern Ireland and Channel Islands. member countries of the European Community and any other country for which an International Motor Insurance Green Card in respect of the Vehicle is effective at the Date of Loss. The Vehicle can only be used outside of the Republic of Ireland for a maximum of 60 days per

Grey Import means a Vehicle that was not built to EU Vehicle type approved standards and/or was not sold as new in the EU by the manufacturers' official concessionaire or agent.

Insured Value means the amount You received under the Motor Insurance Policy in respect of the Vehicle as a result of a Total Loss, or the Market Value of the Vehicle. Introducer means the party, person or company who has arranged this insurance on Your behalf.

Market Value is based on the retail value listed in Eurotax Glass's Guide for a Vehicle of the same make, model trim level, recorded mileage and overall condition. We reserve the right to have an independent valuation undertaken should the specification not be available within Eurotax Glass's Guide or it is suspected that the condition of the Vehicle is such that this would affect the Guide value. There will be no value allowance for nonstandard fittings, other than a reduction should any nonstandard fittings be considered to have a detrimental effect on retail prospects and/or value. (Eurotax Glass's Guide is a motor trade publication recognised and used extensively throughout the motor Vehicle industry to value used vehicles).

Motor Insurance Policy means a fully comprehensive policy of motor insurance which covers the Vehicle in respect of damage, fire and theft, and which is maintained in Your name throughout the Period of Insurance

Negative Equity means an amount carried over from a previous finance agreement which is not directly linked to the purchase of the Vehicle.

Period of Insurance means the dates shown in the Proposal/Policy Schedule.

Proposal / Policy Schedule means any signed proposal and declaration together with any additional information You may have supplied to Us in support of Your application for insurance.

Sum Insured means the maximum amount that can be claimed in total during the Period of Insurance as shown in the Proposal/Policy Schedule.

Total Loss / Write Off occurs when the Vehicle is either stolen and not recovered, or is deemed beyond economic or constructive repair under Your Motor Insurance Policy, following material damage or fire.

Vehicle means any Vehicle registered and principally used in the ROI, having a maximum purchase price (including manufacturer approved accessories fitted by the dealer up €1,500) as indicated in the vehicle banding section of the policy schedule which is the subject of a finance agreement or cash purchase and which is less than 7 years old on the date of purchase of the Vehicle / of the commencement of the finance agreement.

means Nordic Guarantee Försäkringsaktiebolag, registered in Stockholm, registration number 516406-0112. Registered office Science Tower, 164 51 Kista, Stockholm, SWEDEN. We are the insurer for your Combined GAP policy.

You/Your/Yourself the registered keeper of the Vehicle or in respect of contract hire and leasing contracts the authorised driver for the Vehicle.

WHAT IS COVERED

If within the Period of Insurance an incident occurs within the stated Geographical Limits which results in a Total Loss under Your Motor Insurance Policy, this insurance will pay the financial shortfall (whichever the greater) between the amount You receive from the Motor Insurance Policy and:

- The purchase invoice price of the Vehicle or
- The outstanding settlement value on Your finance agreement, subject to the original amount financed being less than or equal to the Vehicle purchase

This will include Motor Insurance Policy excess up to an amount of €250. Only one claim can be made under the policy during the Period of Insurance.

If during the first year of cover, the Vehicle is written off by Your motor insurer and You get a replacement Vehicle on a "New for Old" basis, You can transfer the remaining duration of the policy to Your replacement Vehicle free of charge, but subject to the conditions and eligibility criteria laid out in this document.

You may then subsequently, at any time, transfer any remaining Period of Insurance on the policy due to a further change of Vehicle, on payment of an administration fee and subject to the replacement Vehicle purchase price not exceeding the current price banding of the original Vehicle and meeting all other conditions and eligibility criteria laid out in this document.

WHAT IS NOT COVERED

- - 1.1. which have been modified in any way from the manufacturer's specification;
 - 1.2. which are owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles;
 - 1.3. used for hire or reward, taxis, racing, pace making, speed testing, reliability trials, rallying, or vehicles used for any other competitive
 - 1.4. over 3500kgs gross vehicle mass (GVM);
 - 1.5. of the following makes are excluded: Aston Martin, Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NXS models, Lamborghini, Lancia Thema, Lotus, Maserati, Maybach, Mitsubishi 3000GT, Marcos, Noble, Rolls Royce, TVR and Vans above 3500kgs GVM. Kit cars, Grey Imports and any American make of Vehicle unless manufactured as right-hand drive for the UK market. Any Vehicle not mentioned in Eurotax Glass's Guide, commercial Vehicles over 3500kgs GVM, emergency vehicles, taxis, driving school vehicles, buses, scooters, motorcycles, invalid carriers or Vehicles which have been modified other than in accordance with the manufacturers specifications and any make of Vehicle not built for principle sale in the Republic of Ireland.
- 2. Any Total Loss:
 - 2.1. where the Total Loss occurred before the inception of this insurance;
 - 2.2. of whatsoever nature arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on Your or the driver of the Vehicle's part. Any liability directly or indirectly caused by or contributed to by or arising from: ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component;
 - 2.3. or damage or liability occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;

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- 2.4. or damage, liability or bodily injury arising directly or indirectly from pollution or contamination:
- 2.5. or damage, cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto. For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.
- 3. VAT where You are VAT registered.
- Any costs incurred in excess or outside the liability under this insurance including any form of consequential loss.
- If the Vehicle is stolen by any person having access to the keys of the Vehicle unless taken by force or violence
- Any Total Loss which is not subject of an indemnity settlement under the accidental damage, fire or theft sections of a Motor Insurance Policy.
- 7. Any Total Loss by accident where the driver of the Vehicle is under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
- Additional costs within the lease/finance settlement for anything other than the purchase of the Vehicle. This includes but is not limited to; motor insurance, warranty, payment protection recovery, administration charges, option to purchase charges, late payment charges and arrears, early settlement charges.
- If any misrepresentation or concealment is made by or on Your behalf in support of obtaining the policy or any claim on the policy.
- 10. Any loss for additional purchases at the time of purchase of the Vehicle including but not limited to; road fund licence, administration charges, insurance premiums including the policy, optional extras - car mats, CD players etc, as these will be taken into account in the Insured Value.
- 11. Where there is Negative Equity included within the lease / finance value, any Negative Equity will be deducted from the settlement figure.
- Where You have failed to notify us of the transfer or where the Vehicle transfer has been rejected.
- 13. Where a claim is settled with an amount between the motor insurer settlement and the purchase invoice price, any additional finance and other charges which inflate the original purchase invoice price of the Vehicle will be deducted e.g. insurance and warranty premium and fees.

GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of Your policy. If You do not comply with them We may at Our option cancel the policy or refuse to deal with Your claim or reduce the amount of any claim payment.

1. Duty of Care

You must not continue to drive the Vehicle after any damage or incident if this could cause further damage to the Vehicle. You have a duty of care to mitigate any loss following such incident.

2. Fraud

You must not act in a fraudulent manner. If You, or anyone acting for You, make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or make a statement in

support of a claim, knowing the statement to be false in any respect; or submit a document in support of a claim, knowing the document to be forged or false in any respect; or make a claim in respect of any loss or damage caused by Your wilful act, or with Your connivance, then:

- We shall not pay the claim
- We shall not pay any other claim which has been made or will be made under the policy
- · We may at our option declare the policy void
- We shall be entitled to recover from You the amount of any claim already paid under the policy
- We shall not make any return of premium
- We may inform the police of the circumstances

3. Duty of Disclosure

The policy has been issued based upon information, which You have given to Us about Yourself, and the Vehicle. You have a duty to tell Us immediately of any changes to this information in particular any of the following: change of address, or any Vehicle modification, failure to do so may invalidate Your cover under the policy. We will then advise You of any changes in terms.

4. The Law Applicable to the policy

The Policy will be governed by the laws of England and Wales.

CLAIMS CONDITIONS

You must comply with the following conditions to have the full protection of Your policy. If You do not comply with them, We may at Our option cancel the policy or refuse to deal with Your claim, or reduce the amount of the claims payment.

1. Making a Claim

All claims MUST be made within thirty days of the Total Loss occurring. Contact the Claims Office The claim notification telephone number is 015314891.

2. Protect the Damaged Vehicle

You must take all reasonable steps to safeguard the Vehicle in the event of any damage occurring to the Vehicle and minimise the potential loss.

3. Malicious Damage and Theft

In the case of malicious damage or theft, You must report the incident to the Police and advise Us of Your valid crime reference number.

4. Claims Procedure

A detailed claims procedure is given in the policy. You must follow this procedure, failure to do so may result in non-payment of Your claim.

5. Salvage

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

6. Use of Engineers

At notification of any claim We reserve the right to instruct an independent engineer to inspect the Vehicle before authorising any claim. Any decision on liability will be withheld until this report is received. When this right is exercised We shall have no liability for any loss to You arising from any possible delay.

7. Subrogation

We may at Our sole option take any steps in Your name against any person including but not limited to Your Motor Insurance Policy insurer to recover any money We pay in settlement of Your claim. You must give Us all assistance necessary. We may also at Our option take over negotiations with Your Motor Insurance Policy insurer with respect to Your Total Loss claim.

8. Offer of Settlement

If You accept an offer of settlement in respect of a Total Loss claim from Your Motor Insurance Policy without gaining acceptance from the Administrator We will settle Your claim using the Market Value.

9. Policy Transfer

The policy only applies to You and is not transferable to any other person or business. If during the first year of cover, the Vehicle is involved in an incident causing it to be written off by Your motor insurer and You get a replacement

Vehicle on a "New for Old" basis, You can transfer the remaining duration of the policy to Your replacement Vehicle free of charge, but subject to the conditions and eligibility criteria laid out in this document

You may then subsequently transfer, at any time, any remaining Period of Insurance on the policy due to a further change of Vehicle, on payment of an administration fee and subject to the replacement Vehicle purchase price not exceeding the current price banding of the original Vehicle and meeting all other conditions and eligibility criteria laid out in this document.

If You wish to transfer the policy to a replacement Vehicle You must contact the Administrator within 7 days of the replacement Vehicle purchase with the following information:

- Details of the supplying dealer of the replacement Vehicle;
- a copy of the dealer sales invoice;
- a copy of Your comprehensive Motor Insurance Policy;
- a copy of Your original GAP/RTI policy documentation;
- A cover note detailing Your request to transfer the policy along with any information that needs to be taken into consideration such as personalised number plates.

Please note that any transfer is invalid unless the replacement Vehicle is purchased from a motor dealer.

The claim limit on any policy transfer will be the claim limit on the original Vehicle.

An administration fee of €35 applies, made payable to AutoProtect (MBI) Ltd and is subject to approval by Us. If you have submitted any claims against Your policy You will not be able to request a transfer.

HOW TO MAKE A CLAIM

If *total loss* occurs report your claim using the following procedure:

- 7.1 Download the AutoProtect app by searching your app store with the words AutoProtect GAP.
- 7.2. Contact the administrators via the app or online at www.apapp.co.uk and notify us of your claim within 90 days of the total loss.
- 7.2. For claims authorisation, *you* will be asked to provide:

the cause of the total loss;

- Your original invoice detailing original purchase price etc if you did not use a finance agreement to fund the vehicle purchase;
- proof of payment of the appropriate premium or premium instalment in respect of the policy via a supplementary invoice supplied by the retailer,
- proof of payment of the claim for total loss under the motor insurance policy;
- a valid crime reference number in the case of malicious damage or theft;
- details of the finance settlement amount including the outstanding balance, remaining term, interest charges etc.

CANCELLATION

You have the right to cancel the policy at any time.

- 6.1. If you wish to cancel the policy within the first 30 days, you must contact the retailer who sold you the policy. If the policy is cancelled within the first 30 days of receiving it (cooling off period) you will be entitled to a full refund of the premium as long as you have not made a claim and do not intend to make a claim.
- 6.2. If you wish to cancel your policy after 30 days and you do not wish to transfer the policy to a replacement vehicle, you will be entitled to a pro-rata refund on the remainder of your policy. This will be calculated monthly and is paid for each full month left to run, and an

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administration fee of €35 will be charged to reflect the administrative cost of cancelling the policy. Should you wish to cancel your policy you will be required to submit the request and make the payment via the AutoProtect claims app or online.

6.2.1. Download the AutoProtect app by searching your app store with the words AutoProtect Claims.

6.2.2. Or visit www.apapp.co.uk.

6.3. If the policy has not been paid in full, you will be entitled to a pro-rata refund on the amount you have paid under the instalment plan.

POLICY ENQUIRY PROCEDURE

If You have an enquiry or wish to notify us of a change of address for instance, please contact the Administrator: Global Claims Office: c/o AutoProtect (MBI) Limited Warwick House Roydon Road Harlow, Essex, CM19 5DY Tel: 015314891 Fax: +44 1279 456 510

Email: info@autoprotect.net COMPLAINTS PROCEDURE

We are committed to providing you with an exceptional level of service and customer care. If there is an occasion where You feel that We have not delivered this level of service we would like to hear about it.

If you would like to make a complaint please contact the Administrator:

The Managing Director

AutoProtect (MBI) Limited

Warwick House

Roydon Road

Harlow

Essex CM19 5DY

Tel: (0035) 315314891 Fax: +44 1279 456 510

We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage but if You remain dissatisfied You can take the issue further.

In the unlikely event that the matter is still not resolved, Your complaint can be referred to the The Financial Services and Pensions Ombudsman:

The Financial Services and Pensions Ombudsman

3rd Floor

Lincoln House

Lincoln Place

Dublin 2

Please note You have six months from the date of Our final response in which to refer Your complaint to the Ombudsman. Referral to the Ombudsman will not affect Your right to take legal action against Us. The complaints procedure above does not affect any legal right You may have to take action against Us.

DATA PROTECTION NOTICE

AutoProtect (MBI) Limited and Nordic Guarantee Försäkringsaktiebolag are joint controllers of any personal data provided, more information regarding the processing activities and roles/responsibilities for the

respective parties can be found on https://www.autoprotect.co.uk/privacy and

https://www.nordicguarantee.com/about-us/privacypolicy

GAP Helpline 015314891.

Calls may be recorded for training and monitoring purposes.

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Combined GAP Insurance

Insurance Product Information Document

Company: Nordic Guarantee Försäkringsaktiebolag, registered in Stockholm, registration number 516406-0112. Registered office Science Tower, 164 51 Kista, Stockholm, SWEDEN

Product: Combined GAP Insurance

This document summarises the key features of your insurance policy. It is not tailored to your individual needs and so may not provide all the information relevant to your cover requirements. It is not the full terms and conditions - they are detailed in your policy document and insurance schedule.

What is this type of insurance?

In the event your vehicle is stolen or declared a total loss, this insurance covers the difference between the total loss settlement under your motor insurance policy and the price paid for your vehicle, or if your vehicle was purchased on finance, the finance settlement amount if this is higher. It applies to a vehicle bought with cash or on finance but not a lease.



What is insured?

- Your motor settlement shortfall: If your vehicle is stolen or declared a total loss under your motor insurance policy, this insurance will pay the shortfall between the motor insurer's settlement and the price paid for your vehicle (or the outstanding finance settlement if this is higher).
- ✓ Up to €250 towards your Motor Insurance Excess
- ✓ Vehicles up to 3500kg gross weight
- If during the first year of cover, the vehicle is involved in an incident causing it to be written off by your motor insurer and you get a replacement vehicle on a "New for Old", you will be issued with a new policy of the same duration as your existing cover.
- ✓ Vehicles up to seven years old at the inception of the policy.
- ✓ We will cover up €1500 worth of dealer fitted manufacturer approved accessories provided they are detailed on the original vehicle supply invoice.



Are there any restrictions on cover?

- Motor Insurance: You must have fully comprehensive motor insurance cover on your vehicle throughout the term of this product. Note: motor trade insurance policies of any type are excluded.
- Claims are payable up to the maximum stated in the policy
- ! You must be the owner and keeper of the vehicle.



What is not insured?

- Ineligible vehicles: There are certain vehicles we can't cover such as taxis, couriers, commercial or emergency vehicles or vehicles over a maximum value as indicated in the vehicle banding section of the policy schedule. Please refer to the full terms and conditions.
- Any total loss if the vehicle is stolen by any person having access to the keys of the vehicle unless taken by force or violence.
- Any recoverable Value Added Tax (VAT) where you are VAT registered.
- Any indirect losses, negative equity relating to a previous vehicle or charges that do not directly relate to the purchase of the vehicle such as the cost of vehicle registration, insurance premiums, fuel, administration, early settlement or late payment charges.
- Costs within the finance settlement for anything other than the purchase of the vehicle.
- The salvage value if you retain the vehicle
- If your motor insurer offers you a replacement vehicle on a "New for Old" basis and you choose to decline this offer then we will settle your claim using the market value.
- Any vehicle that has been modified in any way from the manufacturer's specification.
- Any vehicle used for, racing, pace making, speed testing, reliability trials, rallying, or vehicles used for any other competitive event.
- Any total loss due to your negligence or as a result of an accident where the driver of the vehicle is under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
- Additional costs within the outstanding finance settlement balance for anything other than the purchase of the Vehicle. This includes but is not limited to motor insurance, warranty, payment protection, recovery, administration charges, option to purchase charges, late payment charges and arrears and early settlement charges.
- Vehicles used for Business use

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Where am I covered?



✓ The policy is effective in Republic of Ireland and while the vehicles is used for up to 60 days per annum in member countries of the European Community and any other country for which an International Motor Insurance Green Card in respect of the vehicle is effective.



What are my obligations?

- You must take reasonable care to give us and your Retailer complete and accurate answers to any questions we ask whether you're taking out, or making changes to your policy
- You must notify the claims administrator of any possible total loss as soon as reasonably possible but within a maximum 90 of days via the claims line on 015314891.
- You must gain acceptance from the claims administrator prior to accepting an offer of settlement figure from your motor insurance policy. Failure to do this will result in settling your claim using the market value.
- You may, at any time, transfer any remaining period of insurance on the policy due to a change of vehicle, on payment of an administration fee and subject to the replacement vehicle purchase price not exceeding the current price band of the original vehicle and meeting all other conditions and eligibility criteria in this policy. If you wish to transfer the policy to a replacement vehicle you must contact the administrator within 7 days of the replacement vehicle purchase.
- You must pay any premium when due otherwise cover will cease from the premium due date.
- You should notify us immediately of any changes to your vehicle via our Customer Services Team on 015314891.
- You must gain acceptance from the claims administrator prior to accepting an offer of settlement figure from your motor insurance policy. Failure to do this will result in settling your claim using the market value.



When and how do I pay?

· You will need to pay your retailer for this policy at the time you purchase your vehicle. They may offer different payment options.



When does the cover start and end?

The start and end dates are shown on your policy schedule.



How do I cancel the contract?

You have the right to cancel the policy at any time.

If you wish to cancel the policy within the first 30 days, you must contact the retailer who sold you the policy. If the policy is cancelled within the first 30 days of receiving it (cooling off period) you will be entitled to a full refund of the premium as long as you have not made a claim and do not intend to make a claim.

If you wish to cancel your policy after 30 days and you do not wish to transfer the policy to a replacement vehicle, you will be entitled to a pro-rata refund on the remainder of your policy. This will be calculated monthly and is paid for each full month left to run, and an administration fee of €35 will be charged to reflect the administrative cost of cancelling the policy.

Should you wish to cancel your policy you will be required to submit the request and make the payment via the AutoProtect claims app or

- Download the AutoProtect app by searching your app store with the words AutoProtect Claims; or text the word APAPP to 88802. You will then receive a download link via SMS. Messages are charged at your standard message rate.
- · Or visit www.apapp.co.uk.

Executed at: 25%9 201922 145:59:59 ep. paid in full, you will be entitled to a pro-rata refund on the amount you have paid less the administration fee of €35