

carsimple.

# GAP Insurance

Return to Invoice Combined (RTI)



UNDER 10 YEARS OF AGE



UNLIMITED MILEAGE



# Welcome to the Car Simple family

Thank you for choosing MSL and Car Simple to help safeguard your investment. We appreciate your trust in us to provide comprehensive protection for your vehicle.

Within this policy booklet, you'll find detailed information regarding the coverage and benefits afforded by your Return to Invoice and Financial Shortfall GAP Insurance. This document serves as your guide to understanding the terms and conditions of your policy, ensuring that you have clarity and confidence in the protection it offers.

We understand the importance of clarity and transparency when it comes to insurance coverage. That's why we've compiled all the necessary details, including coverage limits, exclusions, and claims procedures, to provide you with a comprehensive understanding of your policy.

As you embark on your journey with us, rest assured that we are committed to providing you with reliable and responsive service every step of the way. Should you have any questions or require assistance, our dedicated team is here to support you.

Once again, thank you for choosing Car Simple Return to Invoice and Financial Shortfall GAP Insurance. We look forward to being your trusted partner in safeguarding your vehicle and providing you with peace of mind on the road ahead.

Safe driving.



Jason Evans  
CEO

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# Introduction

Return to Invoice and Financial Shortfall GAP Insurance Policy Terms and Conditions. These terms and conditions together with the Policy Schedule sets out Your insurance cover. Please note the following:

- This is a contract of insurance ("Policy") between You, the purchaser named on the Policy Schedule, who is party to a Finance Agreement (where applicable), and Us, Fortegra Europe Insurance Company SE. Your Statement of Demands and Needs, which includes the signed declaration and the undertaking to pay the premium, forms the basis of the Policy.
- The Administrator (Simple Insurance Limited) and Us do not provide advice or a personal recommendation about the suitability of this Policy. It is Your responsibility to ensure the Policy meets Your needs.
- Please check that the information contained in the Policy Schedule is correct and that it meets Your requirements. If it doesn't, please contact the Supplying Dealer or the Administrator.
- Please read these terms and conditions carefully, in conjunction with the Policy Schedule and Statement of Demands and Needs, and make sure You understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the Policy becoming void.
- Please note that as in Section 12 - Misinformation, You have an obligation to provide Us with any facts which may be relevant to this insurance.
- Fortegra Financial Corporation ("Fortegra US"), a company organised under the laws of the State of Delaware, registration number 4885848 with its main principal office located at 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, holds more than 10% of the voting rights and capital of Us by virtue of the common shareholding of Fortegra US.
- Words that have special meanings are in bold and the definitions can be found in Section 2 - Definitions.



# 01 Definitions

## ADMINISTRATOR

Simple Insurance Limited T/A Car Simple, 12 Merrion Square North, Dublin 2, D02 H798, Ireland. Simple Insurance Limited are an insurance intermediary who are authorised and regulated by the Central Bank Of Ireland under registration number C89996.

Details of the extent of Simple Insurance Limited's regulation by the Central Bank Of Ireland are available from Simple Insurance Limited on request. Registration details can be checked on the Central Bank Of Ireland Insurance Services Register.

## COMPREHENSIVE MOTOR INSURANCE

A policy of road risks motor insurance which covers accidental loss or damage to the Insured Vehicle in addition to third party, fire and theft cover.

## DATE OF LOSS

The date of the incident occurring to the Insured Vehicle in respect of which a claim for Total Loss is paid under the Comprehensive Motor Insurance.

## DATE OF PURCHASE

The date on which You purchased the Insured Vehicle.



## DEALER FITTED ACCESSORIES

Accessories that were fitted by and purchased from the Supplying Dealer and that are shown separately on the purchase invoice, up to a maximum of €1,500 including VAT.

## EXCESS

The amount You must pay towards any successful claim under Your Comprehensive Motor Insurance policy (compulsory and voluntary). Payment of the excess will not include any administration or other fees which You may be charged under Your Comprehensive Motor Insurance.

## FAMILY MEMBER

Your spouse or civil partner, or a parent, grandparent, child, grandchild, brother, or sister.

## FINANCE AGREEMENT

Your credit, hire purchase agreement, or conditional sale agreement (if any) with the Finance Company in respect of the Insured Vehicle, but not including finance lease or contract hire agreements.

## FINANCE COMPANY

The company, introduced by the Supplying Dealer, with whom You have a Finance Agreement (if any) in respect of the Insured Vehicle.

## GLASS'S GUIDE

An independent vehicle value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing vehicle values.

**GREY IMPORT**

A vehicle that does not comply with European Community Whole Vehicle Type Approval (ECWVTA) imported into any EU Member State from a non-EU country.

**INSURED VALUE**

The amount You receive under the Comprehensive Motor Insurance in respect of the Insured Vehicle, as a result of a Total Loss at the Date of Loss.

**INSURED VEHICLE**

The vehicle purchased by You or the Finance Company (if appropriate) which meets the eligibility criteria set out in this Policy and is within the terms of Your Finance Agreement (if any).

**MARKET VALUE**

The market value as reasonably determined by Us in accordance with Glass's Guide Retail Transacted value, at the Date of Loss, of a vehicle which is the equivalent age, make, recorded mileage and model as the Insured Vehicle, including any factory fitted options and Dealer Fitted Accessories. At Our discretion, We reserve the right to have an independent valuation undertaken, to determine the market value.

**MODIFIED**

An Insured Vehicle that has been altered after the Date of Purchase, outside of the manufacturer's standard specification, for example engine enhancements or lowering of the suspension.

**NEGATIVE EQUITY**

Any finance or outstanding debt, including interest charges, due on or carried across to Your Finance Agreement from previous finance agreements.

**POLICY SCHEDULE**

The schedule provided to You when You purchased this Policy, which contains Your details, details of the Insured Vehicle and the Policy term.

**PURCHASE PRICE**

The amount paid to purchase the Insured Vehicle including any factory fitted options and Dealer Fitted Accessories. This amount will exclude any:

- ✗ Accessories or items fitted after the Date of Purchase; and
- ✗ Discount and/or contribution, road fund license, delivery charges, number plates, new, administration fees, fuel, paintwork and/or upholstery protection kits and cherished number plate transfers; and
- ✗ Insurance premiums (including for this Policy), subscription charges or warranty charges; and
- ✗ Negative Equity, arrangement fees, arrears, interest on late payments; and
- ✗ Any VAT, if You are VAT registered and able to reclaim the VAT element; and
- ✗ Any other costs or associated fees.

**SETTLEMENT FIGURE**

Where You have a Finance Agreement, the amount relating to the Purchase Price of the Insured Vehicle at the Date of Loss, that is required by the Finance Company to discharge Your indebtedness under the Finance Agreement. This amount will exclude any:

- ✗ Negative Equity; and
- ✗ Credit arrangement fees; and
- ✗ Statutory rebate of interest as prescribed by existing consumer credit regulations; and
- ✗ Arrears; and
- ✗ Interest on late payments; and
- ✗ Any other costs or associated fees.

## STATEMENT OF DEMANDS AND NEEDS

Any statement of demands and needs and declaration accepted by You together with any additional information You may have supplied Us in support of Your application for this Policy.

## SUPPLYING DEALER

The dealership that the Insured Vehicle and this Policy were purchased from.

## TERRITORIAL LIMITS

The United Kingdom, Ireland, Isle of Man, the Channel Islands, Switzerland, and the countries of the European Economic Area, subject to the Comprehensive Motor Insurance being extended whilst You are in the European Economic Area.

## TOTAL LOSS

The actual or constructive total loss of the Insured Vehicle as a result of accidental or malicious damage, fire, theft or flood damage, as deemed by the Comprehensive Motor Insurance provider on terms that the Insured Vehicle becomes the property of the Comprehensive Motor Insurance provider.

## WE/US/OUR

Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company SE (Financial Conduct Authority registration number 805770).

Fortegra Europe Insurance Company SE has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number SE 17), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Together with its UK Branch, Fortegra Europe Insurance Company SE is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority.

Fortegra Europe Insurance Company SE has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

## YOU/YOUR

Any individual or company who is detailed on the Policy Schedule and is party to the Finance Agreement (if any) and who has applied for this Policy and has agreed to pay the premium under this Policy.



# 02 Eligibility

**YOU ARE ELIGIBLE FOR COVER FROM THE START DATE OF THIS POLICY IF:**

- ✓ You are applying as an individual, You are resident in Ireland or
- ✓ You are applying as a company, that company is registered in Ireland, and
- ✓ You are the Comprehensive Motor Insurance policyholder or named on the Comprehensive Motor Insurance policy; and
- ✓ During the Policy term, You and anyone else driving the Insured Vehicle are at all times covered by Comprehensive Motor Insurance; and
- ✓ You have purchased this Policy from the Supplying Dealer no later than ninety (90) days after purchasing the Insured Vehicle.

**THE VEHICLE IS ELIGIBLE FOR THIS COVER IF:**

- ✓ It is the sole vehicle listed in the Finance Agreement (if any); and
- ✓ It is a private car or light commercial vehicle not exceeding 3.5 tonnes; and
- ✓ It is covered by Comprehensive Motor Insurance throughout the entire Policy term; and
- ✓ It is registered in Ireland
- ✓ It has been purchased from the Supplying Dealer.

**THE FOLLOWING VEHICLES AND VEHICLE USES ARE NOT ELIGIBLE FOR COVER:**

- ✗ Any vehicle that is not a right hand drive vehicle; and
- ✗ Grey Imports, emergency vehicles, commercial vehicles over 3.5 tonnes, taxis, courier vehicles, buses, minibuses, coaches, trucks, motor homes, trailers, heavy goods vehicles, licensed private hire vehicles, daily rental vehicles, breakdown and recovery vehicles; and
- ✗ Vehicles used or insured for hire and reward, dispatch, driving school tuition, chauffeuring, road racing, track days (timed or untimed), rallying, pace-making, speed testing or any other competitive event; and
- ✗ Any vehicle that has been Modified after the Date of Purchase.

**POLICY TERM**

This Policy lasts for the term as detailed on Your Policy Schedule. The Policy will end at the earliest of any of the below:

- You failing to pay Your premium when due; or
- You or the Insured Vehicle no longer meeting the eligibility criteria for Your Policy; or
- The Insured Vehicle being sold, repossessed, disposed of by You or the Finance Company or transferred to a new owner/registered keeper, other than under Section 9 - Transferring Your Policy; or
- The Policy being cancelled by either You or Us; or
- A Total Loss claim being settled by Us; or
- The end date of the Policy as detailed on the Policy Schedule.



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# What is covered

## TOTAL LOSS COVER

In the event of a Total Loss within the Territorial Limits, the Policy will pay the following benefits:

1. We will pay the greater of:
  - i. Return to Invoice Gap: The amount by which the Purchase Price exceeds the Insured Value, or;
  - ii. Financial Shortfall Gap: The amount by which the Finance Agreement Settlement Figure (if any) exceeds the Insured Value, or;
  - iii. The amount equal to the premium You have paid for this Policy.

## IMPORTANT

- The Finance Agreement Settlement Figure is subject to the Purchase Price of the Insured Vehicle which excludes certain costs as defined in Section 2 - Definitions.
  - Any payment of benefit under this Policy is conditional upon the Insured Vehicle having been deemed a Total Loss under the Comprehensive Motor Insurance.
  - If You are entitled to or are offered a replacement vehicle under the terms of the Comprehensive Motor Insurance, no benefit is payable under section A (Return to Invoice Gap) or Section B (Financial Shortfall Gap). However, You will have the option to either:
    - i. accept the payment detailed under section C and, if applicable, benefit from the Total Loss Excess Cover and temporary replacement vehicle; or
    - ii. transfer the remaining cover under this Policy to Your replacement vehicle.
  - If You have a Total Loss claim, You should not accept any offer made under the Comprehensive Motor Insurance policy until the Administrator has given You authority to do so. If You do accept a settlement offer from the Comprehensive Motor Insurance provider prior to obtaining the Administrator's consent, the Administrator will settle Your claim based on the Market Value at the Date of Loss.
  - If there is any sum still owing on Your Finance Agreement (if any) after the Administrator has settled Your claim, it is Your responsibility to ensure that settlement of this amount is made.
2. We will pay any Total Loss Excess that is applicable under the Comprehensive Motor Insurance where it cannot be recovered from any liable third party, upto a maximum limit of €500.
  3. We will pay a contribution towards a temporary replacement vehicle in the event of a Total Loss. This temporary replacement cover is limited to a maximum of forty-five (45) days and for a maximum of €45 per day, inclusive of VAT.

Where possible, the Administrator, on Our behalf, will arrange a third party to provide You with a temporary replacement vehicle which will be up to a maximum of 2000cc and could be of any make or model available at the time.

Where the Administrator cannot arrange for a third party to provide a temporary replacement vehicle, You may arrange Your own temporary replacement vehicle with a VAT registered company, subject to authorisation from the Administrator. In this instance, You must obtain approval from the Administrator, pay for the temporary replacement vehicle in the first instance and send the Administrator a copy of the relevant invoice.

This benefit will start from the date upon which the Administrator receives confirmation of a Total Loss from the Comprehensive Motor Insurance provider and will end at the earlier of:

- When Your Total Loss insurance claim is paid; or
- When the Insured Vehicle is replaced by You, the Comprehensive Motor Insurance provider or any other third party\*\*; or
- At the end of forty-five (45) days.

\*\* You must notify the Administrator within 24 hours of the Insured Vehicle being replaced, by telephone on 015313000.

### IMPORTANT

- It is Your responsibility to meet all requirements and obligations when entering into an agreement with a third party to provide a temporary replacement vehicle, including but not limited to:
  - i. any minimum or maximum age eligibility criteria or any licensing or insurance requirements; and
  - ii. the cost of any upfront fees, deposits, excess mileage charges, toll fees and fares, delivery or collection charges, fines, fuel costs; and
  - iii. any insurance excess payable in the event of a claim arising out of an accident involving the temporary replacement vehicle.
- A temporary replacement vehicle is only available to You and You are entitled to one (1) claim for a temporary replacement vehicle during the Policy term.
- If You are entitled to a temporary replacement vehicle under the terms of the Comprehensive Motor Insurance, or under any other policy You hold, or where it is possible for You to recover the cost of a temporary replacement vehicle from a third party, no benefit is payable for a temporary replacement vehicle under this Policy.

### BENEFIT LIMIT

This section provides cover up to the claims limit detailed on Your Policy Schedule.



### ADDITIONAL EXCESS COVER

In the event of a successful claim under Your Comprehensive Motor Insurance that does not relate to a Total Loss, or for glass repair or replacement, and where Your Excess cannot be recovered from a liable third party, We will provide a reimbursement for the applicable Excess payable by You.

This cover is only provided when the amount of the claim exceeds the Excess under Your Comprehensive Motor Insurance and following the successful payment of that claim.

### BENEFIT LIMIT

Additional Excess Cover is limited to a maximum aggregate of €500 per annum during the Policy term.

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# What is not covered

### WHAT YOU ARE NOT COVERED FOR

If at the Date of Loss, You, or anyone insured to drive the Insured Vehicle under the Comprehensive Motor Insurance is deemed to have been driving:

- ✗ without a valid licence; or
- ✗ under the influence of alcohol or drugs; or
- ✗ whilst disqualified.

Where the Insured Vehicle is not covered by Comprehensive Motor Insurance at the time of the Total Loss or where the driver of the Insured Vehicle at the Date of Loss is not covered by Comprehensive Motor Insurance.

Where the Insured Vehicle is covered under any type of Comprehensive Motor Insurance policy that is connected with the motor trade.

Negative Equity provided under the Finance Agreement, if any.

Where the Comprehensive Motor Insurance provider has offered to repair the Insured Vehicle and You have requested the claim to be dealt with on a Total Loss basis.



Where You are entitled to or are offered a replacement vehicle under the terms of the Comprehensive Motor Insurance, no benefit under section A (Return to Invoice Gap) or Section B (Financial Shortfall Gap) of the Total Loss Cover will be applicable.

Any amount relating to grants, scrappage schemes, cash back schemes and battery hire or leasing.

Any deductions made by the Comprehensive Motor Insurance provider when calculating Your Insured Value, including but not limited to any damage not associated with the Total Loss claim or relating to the general condition of the Insured Vehicle.

Any salvage value of the Insured Vehicle where You are not required to transfer the ownership of the Insured Vehicle to the Comprehensive Motor Insurance provider.

Any loss directly or indirectly caused as a result of the theft of the Insured Vehicle by any person known to You who has access to the keys of the Insured Vehicle.

Any contribution towards a temporary replacement vehicle before the Administrator has received confirmation of a Total Loss from the Comprehensive Motor Insurance provider.

Any contribution towards a temporary replacement vehicle after Your Total Loss insurance claim is paid.

Any contribution towards a temporary replacement vehicle after the Insured Vehicle is replaced by You, the Comprehensive Motor Insurance provider or any other third party.

Any contribution towards a temporary replacement vehicle for more than thirty (30) days.

Any additional costs or charges incurred by You as a result of entering into an agreement with a third party for a temporary replacement vehicle, including but not limited to the cost of any upfront fees, deposits, excess mileage charges, toll fees and fares, delivery or collection charges, fines, fuel costs, and any insurance excess payable in the event of a claim arising out of an accident involving the temporary replacement vehicle.

Any reimbursement under Section 5 - Additional Excess Cover, where:

- X The value of the claim does not exceed the Excess under Your Comprehensive Motor Insurance; or
- X The Excess under Your Comprehensive Motor Insurance has been waived or reimbursed; or
- X The claim under Your Comprehensive Motor Insurance was for glass repair or replacement; or
- X The claim under Your Comprehensive Motor Insurance was for theft or attempted theft of personal belongings; or
- X The damage to Your Insured Vehicle has arisen during any routine servicing or repair of the Insured Vehicle; or
- X Damage to Your Insured Vehicle has been caused by or arisen from wilful neglect, abuse, wilful damage or malicious damage, including deliberate acts by You or any named driver; or
- X Any contribution or deduction from the settlement of Your claim under Your Comprehensive Motor Insurance other than the stated Excess for which You have been made liable.



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# How to make a claim

## TOTAL LOSS CLAIM

You should not accept any offer made by the Comprehensive Motor Insurance provider until the Administrator has given You authority to do so. The Administrator may try to negotiate a higher motor insurance settlement on Your behalf.

If You do accept a settlement offer from the Comprehensive Motor Insurance provider prior to obtaining the Administrator's consent, the Administrator will settle Your claim based on the Market Value at the Date of Loss.

### STEP 1

Contact the Administrator as soon as You become aware of a potential Total Loss and BEFORE You accept any settlement offer from the Comprehensive Motor Insurance

### STEP 2

The Administrator will provide You with a claim form. Complete all sections of the claim form, ensuring any sections to be completed by others are filled in and return all required information to the Administrator.

Please note that the claim form and any other information the Administrator may reasonably require must be received within thirty (30) days of the Date of Loss of the Insured Vehicle. If it isn't, the Administrator will attempt to assess Your claim however it may be difficult for them to investigate and settle Your claim adequately.

## ADDITIONAL EXCESS COVER CLAIM

### STEP 1

Contact the Administrator as soon as You become aware of an Additional Excess Cover Claim

### STEP 2

The Administrator will provide You with a claim form. Complete all sections of the claim form, ensuring any sections to be completed by others are filled in and return all required information to the Administrator. You will need to provide the Administrator with:

- A copy of the schedule that attaches to the Your Comprehensive Motor Insurance showing the Excess applicable and the persons covered under Your Comprehensive Motor Insurance, and
- A copy of the settlement letter from Your motor insurer, showing the incident date, settlement figure and Excess applied.

Please note that the claim form and any other information the Administrator may reasonably require must be received within thirty (30) days.



#### BY VISITING

carsimple.ie  
and registering your  
account, or;



#### BY TELEPHONE

015313000  
or;



#### BY EMAIL

complaints@carsimple.ie

## POINTS TO NOTE ABOUT THE CLAIMS PROCESS

- We reserve the right to subject the Insured Vehicle to an independent assessment.
- At the time of a Total Loss claim the Administrator must receive evidence of the purchase of the Insured Vehicle. Such evidence must include the original or a clear bona fide copy of the original printed purchase invoice of the Insured Vehicle. The invoice must detail the Supplying Dealer's name, address and VAT registration number and must show the full basic cost of the Insured Vehicle and the breakdown of all items, ancillary to the Insured Vehicle or not.
- Where the Administrator authorises You to arrange a temporary replacement vehicle, You must do so with a VAT registered company, and You must pay for the vehicle hire in the first instance and send the Administrator a copy of the relevant invoice.
- We or the Administrator may obtain and share information concerning any claim You may make against this Policy or any corresponding road risks insurance claim You have made, with the Comprehensive Motor Insurance provider(s), the Supplying Dealer of the Insured Vehicle or Your Finance Company (if any), for the purposes of administering Your Policy and claim.
- In the event of a claim, any premiums due will be deducted from the amount payable by Us under this Policy.



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# Policy conditions

## POLICY CONDITIONS

- The maximum benefit payable by Us in respect of the Insured Vehicle is detailed on the Policy Schedule.
- If You are covered by any other insurance or warranty for the same or similar benefit(s) provided under this Policy, then We will only be responsible for paying a fair proportion of any benefit which We would otherwise be due to pay.
- This Policy shall not acquire a surrender value.
- It shall not be possible for You to assign or change the benefits of this Policy in any way whatsoever, other than as specified in Section 9 - Transferring Your Policy.
- We have the right to take proceedings in Your name, in order to recover for Our benefit, the amount of any payment made under this Policy.
- You must notify the Administrator as soon as possible if any of Your details change during the Policy term.

## TRANSFERRING YOUR POLICY

This Policy cannot be transferred to another Insured Vehicle or to any subsequent owner of the Insured Vehicle except in the following circumstances:

- Where ownership of the Insured Vehicle is transferred to a Family Member then cover may be transferred so long as that Family Member meets the eligibility criteria in Section 3 - Eligibility.
- Where You are entitled to or are offered a replacement vehicle under the terms of the Comprehensive Motor Insurance, and no benefit has been paid by Us under the Total Loss Cover Section, You will be entitled to transfer the remaining cover under this Policy to Your replacement vehicle so long as the replacement vehicle meets the eligibility criteria in Section 3 - Eligibility.

If You wish to transfer Your Policy, please contact the Administrator.

You must make a written request to the Administrator for the Policy to be transferred within thirty (30) days of taking delivery of the replacement vehicle from the Comprehensive Motor Insurance or transferring the Insured Vehicle to a Family Member.

Your replacement vehicle will be subject to the same terms and conditions as the original Insured Vehicle. In the event of a claim on Your replacement vehicle We will not be liable for any amount which exceeds Our liability under the original terms of this Policy.

## CANCELLING YOUR POLICY

You have the right to cancel Your Policy at any time. Please see the below table for Your refund rights. Where You wish to cancel Your Policy within the thirty (30) day period specified below, please contact the Supplying Dealer.

If You wish to cancel after the thirty (30) day period, please contact the Administrator:



### BY VISITING

carsimple.ie  
and registering your  
account, or;



### BY TELEPHONE

015313000  
or;



### BY EMAIL

complaints@carsimple.ie

### TIME PERIOD

Please contact the Supplying Dealer if You wish to cancel within thirty (30) days of the start date on the Policy Schedule or receipt of the Policy terms, whichever is later.

### REFUND RIGHTS

If You cancel within thirty (30) days and have not made a successful claim on Your Policy, You will be entitled to a full refund of premium paid.

### TIME PERIOD

Please contact the Administrator if You wish to cancel after thirty (30) days from the start date on the Policy Schedule or receipt of the Policy terms, whichever is later.

### REFUND RIGHTS

If You cancel after thirty (30) days and have not made a successful claim on Your Policy, You will be entitled to a pro rata refund, based on the number of fully unexpired months remaining on Your Policy minus a fixed amount of €35 to cover Our costs incurred in relation to Your cancelled Policy.

A pro rata refund example is as follows:

- Thirty-six (36) month Policy term.
- €360 total premium paid for Policy.
- Cancellation in month eighteen (18) leaves eighteen (18) full months remaining.
- Pro rata refund of €180 less €35 administration fee.
- Amount of refund due to You is €145.

### COMPLAINTS PROCEDURE

If You wish to make a complaint about the conduct of the sale of this Policy, including any information provided as part of the sale, please contact the Supplying Dealer.

The Administrator handles all other complaints relating to this Policy on Our behalf. If You wish to make a complaint, please do so.

The Administrator will acknowledge Your complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the Administrator cannot resolve Your complaint within this period, they will notify You in writing to confirm the reasons why. In this case, or if Your complaint is not resolved to Your satisfaction, the Administrator will advise You of Your rights to refer Your complaint to The Financial Ombudsman Service, free of charge:

- By email: [info@fspo.ie](mailto:info@fspo.ie), or;
- By telephone: 00353 1 567 7000, or;
- By writing: The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Ireland.



#### BY VISITING

[carsimple.ie](http://carsimple.ie)  
and registering your  
account, or;



#### BY TELEPHONE

015313000  
or;



#### BY EMAIL

[complaints@carsimple.ie](mailto:complaints@carsimple.ie)

**IMPORTANT:** The Financial Services and Pensions Ombudsman will expect You to have followed the above procedure before they accept Your case. Following this complaints procedure does not affect Your legal rights.

### MISINFORMATION

When applying for insurance, varying Your cover, or submitting a claim, You or anyone acting on Your behalf must take reasonable care to answer all questions honestly and to the best of Your knowledge. Failure to do so may affect the validity of Your Policy or the payment of Your claim.

### SANCTIONS

We shall not provide any benefit under this Policy to the extent of providing cover, payment of any claim or the provision of any benefit, where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### THIRD PARTY RIGHTS

Except where otherwise required by law, You and We have agreed that:

- It is not intended for any third party to this Policy to have the right to enforce the terms of this Policy; and
- You and We can rescind or vary the terms of this Policy without the consent of any third party to this Policy who might seek to assert that they have rights under this Policy.

### APPLICABLE LAW

This Policy shall be subject to the law of Ireland unless We and You agree otherwise.

### COMPENSATION SCHEME

You may be entitled to compensation from the Insurance Compensation Fund in Ireland if, in the unlikely event, Fortegra Europe Insurance Company SE cannot meet its liabilities under this Policy. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Insurance Compensation Fund are available from the Central Bank of Ireland website [www.centralbank.ie](http://www.centralbank.ie). The Central Bank of Ireland can be contacted by:

- Online by visiting [www.centralbank.ie/contact-us](http://www.centralbank.ie/contact-us)
- By calling 01224 600 Monday to Friday between 9.00 and 17.00; or
- By emailing [enquiries@centralbank.ie](mailto:enquiries@centralbank.ie)



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# Privacy & data protection notice

## DATA PROTECTION

Fortegra Europe Insurance Company SE (the Data Controller) is 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 We process Your personal data.

### HOW WE USE YOUR PERSONAL DATA

We may use the personal data We hold about You for the purposes of performing Your contract of insurance, this includes providing insurance that You request of Us and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. We may collect and use special categories of data from You for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) of the Data Protection Act 2018. We may also use Your data to safeguard against fraud and money laundering and to meet Our general legal and regulatory obligations.

### DISCLOSURE OF YOUR PERSONAL DATA

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These include Our group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaux, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

### INTERNATIONAL TRANSFERS OF DATA

We may transfer Your personal data to destinations outside of the UK or the European Economic Area ("EEA"). Where We transfer Your personal data outside of the UK or EEA, We will ensure that it is treated securely and in accordance with the Legislation.

### YOUR RIGHTS

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of Your data, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

### RETENTION

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the Policy, or Our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You require more information or have any questions concerning Our use of Your personal data, Our full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company SE, Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imsida, Gzira, GZR 1401, Malta or via email at [dpofficer@fortegramalta.com](mailto:dpofficer@fortegramalta.com).

