

## Vehicle Replacement GAP Insurance Policy Terms and Conditions

### 1. POLICY DETAILS

These terms and conditions together with the **Certificate of Insurance** sets out **Your** insurance cover. Please note the following:

- This is a contract of insurance (“**Policy**”) between **You**, the purchaser named on the **Certificate of Insurance**, and Fortegra Europe Insurance Company Ltd. **Your Statement of Demands and Needs** and the undertaking to pay the premium, forms the basis of the **Policy**.
- The **Administrator** (Defend Insurance) 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 **Certificate of Insurance** is correct and that it meets **Your** requirements. If it doesn’t, please contact the **Policy Retailer**.
- Please read these terms and conditions carefully, in conjunction with the **Certificate of Insurance** 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 insurance 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 10151 Deerwood Park Blvd., Bldg. 100, Suite 330, Jacksonville, FL 32256, holds more than 10% of the voting rights and capital of both **Us** and the **Administrator** 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**.

### IMPORTANT INFORMATION

**Your Insurer** – Fortegra Europe Insurance Company Ltd, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imnsida, Gzira, GZR 1401, bearing Malta company registration number C 84703. Fortegra Europe Insurance Company Ltd is authorised under the Insurance Business Act 1998 of the Laws of Malta to carry out general business, is regulated by the Malta Financial Services Authority, Triq Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, and is subject to limited regulation by the Financial Conduct Authority under reference number 805770. Details of the extent of the **Insurer’s** authorisation and regulation by the Financial Conduct Authority are available from the **Insurer** on request. The **Insurer’s** annual reports on the solvency and financial situation can be found at: <https://www.fortegra.eu/solvency-and-financial-condition-report>.

**Your Administrator** - DEFEND INSURANCE s.r.o. Address; Roztylska 1860/1 148 00 Prague, Czech Republic. Defend Insurance s.r.o. are an insurance intermediary who are authorised and regulated by

the Czech National Bank under registration number 63478498 and are subject to limited regulation by the Financial Conduct Authority under reference number 679738. Details of the extent of Defend Insurance s.r.o.'s regulation by the Financial Conduct Authority are available from Defend Insurance s.r.o. on request. Registration details can be checked on the United Kingdom's Financial Conduct Authority's Financial Services Register.

**Your Policy Retailer** - This insurance is distributed by Halo Insurance Services Limited who acts on behalf of the **Administrator**. Halo Insurance Services Limited is authorised and regulated by the Financial Conduct Authority with FCA number 504629. Halo Insurance Services Limited is registered in England and Wales with company number 06929208 and its registered office is at Suite 1, 56 Gloucester Road, London SW7 4UB. InsuretheGap.com is a trading name of Halo Insurance Services Limited. **You** can contact **Your Policy Retailer** By telephone: 0203 305 6767 By e-mail: [customerservice@insurethegap.com](mailto:customerservice@insurethegap.com) Telephone lines are open Monday – Friday between the hours of 9.30am – 5.00pm.

## 2. DEFINITIONS

**Administrator:** DEFEND INSURANCE s.r.o. Address; Roztylska 1860/1 148 00 Prague, Czech Republic. Defend Insurance s.r.o. are an insurance intermediary who are authorised and regulated by the Czech National Bank under registration number 63478498 and is subject to limited regulation by the Financial Conduct Authority under reference number 679738.

Details of the extent of Defend Insurance s.r.o.'s regulation by the Financial Conduct Authority are available from Defend Insurance s.r.o. on request. Registration details can be checked on the United Kingdom's Financial Conduct Authority's Financial 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.

**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**, or broker with whom **You** have a **Finance Agreement** that is secured upon 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**, of the **Insured Vehicle**.

**Insured Vehicle:** The vehicle purchased by **You** which meets the eligibility criteria set out in this **Policy**.

**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 and resulting interest due on or carried across to **Your Insured Vehicle** from previous finance agreements that were secured against the part exchanged vehicle.

**Policy Retailer:** The company that has arranged this insurance for **You**.

**Certificate of Insurance:** 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**, after any discount and/or contribution and excluding road fund licence, administration fees, fuel, paintwork and/or upholstery protection kits, cherished number plate transfers, insurance premiums (including for this policy), subscription charges or warranty charges, any finance arrears and associated costs, any **Negative Equity** and VAT, if **You** are VAT registered and able to reclaim the VAT element. VAT will be included if **You** cannot reclaim it.

**Replacement Vehicle Cost:** The cost of a new or used vehicle up to 12 months old of the same age, mileage, make, model and derivative as the **Insured Vehicle** (including all factory fitted options and Dealer fitted accessories) after any discount and/or contributions available at the original time of the purchase and excluding road fund licence, fuel, paintwork and/or upholstery protection kits, cherished number plate transfers, insurance premiums and warranty premiums. If that model or derivative is no longer available, then the cost of the nearest equivalent vehicle will be used.

**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** from a previous finance agreement; 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 to **Us** in support of **Your** application for this **Policy**.

**Supplying Dealer:** The dealership or broker that the **Insured Vehicle** was purchased from. A **Supplying Dealer** is a VAT registered, new and or used vehicle retailer trading from a motor trade premises.

**Territorial Limits:** The United Kingdom, Isle of Man, the Channel Islands, 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 Ltd, Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imnsida, Gzira, GZR 1401, bearing Malta company registration number C 84703. Fortegra Europe Insurance Company Ltd is authorised under the Insurance Business Act 1998 of the Laws of Malta to carry out general business, is regulated by the Malta Financial Services Authority, Triq lmdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, and is subject to limited regulation by the Financial Conduct Authority under reference number 805770. Details of the extent of **Our** authorisation and regulation by the Financial Conduct Authority are available from **Us** on request. **Our** annual reports on the solvency and financial situation can be found at: <https://www.fortegra.eu/solvency-and-financial-condition-report>.

**You/Your:** Any individual or company, partnership or sole trader who is detailed on the **Certificate of Insurance** and who has applied for this insurance and has agreed to pay the premium under this **Policy**.

### 3. ELIGIBILITY

**You are eligible for cover from the start date of this Policy if:**

- **You** are applying as an individual, **You** are eighteen (18) years of age or over and **You** are resident in the United Kingdom, Channel Islands or the Isle of Man; or

- **You** are applying as a company, that company is registered in the United Kingdom, Channel Islands or the Isle of Man; 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 and named on **Comprehensive Motor Insurance**; and
- **You** have purchased and commenced this **Policy** from the **Policy Retailer** no later than ninety (90) days after purchasing the **Insured Vehicle**.

**The vehicle is eligible for this cover if:**

- It is less than twelve (12) months old and has covered less than 10,000 miles from date of first registration; and
- It is the sole vehicle listed in the **Finance Agreement** (if any); and
- It is a car or light commercial vehicle not exceeding a Gross Vehicle Weight of 3.5 tonnes; and
- It is covered by **Comprehensive Motor Insurance** throughout the entire policy term; and
- It is registered in the United Kingdom; and
- It has been purchased from the **Supplying Dealer** or broker.

**Please Note: 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, 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 for hire and reward, 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 purchase date.

#### 4. POLICY TERM

The length of cover **You** have chosen is stated on **Your Certificate of Insurance**. **Your** cover 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 transferred to a new owner, other than under **Section 9 - TRANSFERRING YOUR POLICY**; or
- a claim being settled by **Us**; or
- the **Policy** being cancelled by either **You** or **Us**; or
- The expiry date of the **Policy** as detailed on the **Certificate of Insurance**.

## 5. WHAT IS COVERED

Cover	Benefit
<p>This <b>Policy</b> provides cover up to the Claims Limit on the <b>Certificate of Insurance</b> where the <b>Insured Vehicle</b> is the subject of a <b>Total Loss</b> from the <b>Comprehensive Motor Insurance</b> within the <b>Territorial Limits</b></p>	<p>In the event of a <b>Total Loss</b>, the <b>Policy</b> will pay:</p> <p><u>Vehicle Replacement</u>: The amount by which the <b>Replacement Vehicle Cost</b> exceeds the amount You receive under the <b>Comprehensive Motor Insurance</b> (the <b>Insured Value</b>).</p> <p>If the cost of a <b>Replacement Vehicle</b> at the point of a <b>Total Loss</b> is less than the original vehicle Purchase Price, this insurance will pay the difference between the <b>Insured Value</b> and the <b>Purchase Price</b></p> <p><b>OR</b></p> <p><u>Financial Shortfall</u>: The amount by which the <b>Finance Agreement Settlement Figure (if any)</b> exceeds the <b>Insured Value</b>.</p> <p><b>IMPORTANT:</b></p> <ul style="list-style-type: none"> <li>• Any payment of benefit under this <b>Policy</b> is conditional upon the <b>Insured Vehicle</b> having been deemed a <b>Total Loss</b> under the <b>Comprehensive Motor Insurance</b>.</li> <li>• If <b>You</b> are entitled to or are offered a replacement vehicle under the terms of the <b>Comprehensive Motor Insurance</b>, no benefit is payable under this <b>Policy</b>, however <b>You</b> will be entitled to transfer the remaining cover under this <b>Policy</b> to <b>Your</b> replacement vehicle.</li> <li>• If <b>You</b> have a <b>Total Loss</b> claim, <b>You</b> should not accept any offer made under the <b>Comprehensive Motor Insurance</b> policy until the <b>Administrator</b> has given <b>You</b> authority to do so. If <b>You</b> do accept a settlement offer from the <b>Comprehensive Motor Insurance</b> provider prior to obtaining the <b>Administrator's</b> consent, the <b>Administrator</b> will settle <b>Your</b> claim based on the <b>Market Value</b> at the <b>Date of Loss</b>.</li> </ul>
<p>Excess cover</p>	<p><b>We</b> will cover any excess up to £250 that is applicable under the <b>Comprehensive Motor Insurance</b> where it cannot be recovered from any liable third party.</p>

Transferrable cover	<p><b>You</b> may transfer <b>Your</b> cover subject to the conditions in <b>Section 9 - TRANSFERRING YOUR POLICY</b> where:</p> <ul style="list-style-type: none"> <li>▪ A <b>Family Member</b> takes ownership of the <b>Insured Vehicle</b>; or</li> <li>▪ The <b>Insured Vehicle</b> is replaced under the <b>Comprehensive Motor Insurance</b> and a claim has not been settled by <b>Us</b>.</li> <li>▪ Bereavement</li> </ul>
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**PLEASE NOTE**

If there is any sum still owing on **Your** finance agreement after the **Administrator** has settled **Your** claim, it is **Your** responsibility to ensure that settlement of this amount is made.

**6. WHAT IS NOT COVERED:**

Exclusion	What You are not covered for
i)	<p>If at the <b>Date of Loss</b>, <b>You</b>, or anyone insured to drive the <b>Insured Vehicle</b> under the <b>Comprehensive Motor Insurance</b> is deemed to have been driving:</p> <ul style="list-style-type: none"> <li>• without a valid license; or</li> <li>• under the influence of alcohol illegally, recreational drugs or any medication that impairs your influence to drive; or</li> <li>• whilst disqualified.</li> </ul>
ii)	Where the <b>Insured Vehicle</b> is not covered by <b>Comprehensive Motor Insurance</b> at the time of the <b>Total Loss</b> or where the driver of the <b>Insured Vehicle</b> at the <b>Date of Loss</b> is not covered by <b>Comprehensive Motor Insurance</b> .
iii)	Where the <b>Insured Vehicle</b> is covered under any type of <b>Comprehensive Motor Insurance</b> policy that is connected with the motor trade.
iv)	Where the <b>Comprehensive Motor Insurance</b> provider has offered to repair the <b>Insured Vehicle</b> and <b>You</b> have requested the claim to be dealt with on a <b>Total Loss</b> basis.
v)	If the <b>Insured Vehicle</b> is used for any of the excluded uses that appear in <b>Section 3 - ELIGIBILITY</b> .
vi)	Any deductions made by the <b>Comprehensive Motor Insurance</b> provider for any damage not associated with the <b>Total Loss</b> claim.
vii)	Any salvage value of the <b>Insured Vehicle</b> where <b>You</b> are not required to transfer the ownership of the <b>Insured Vehicle</b> to the <b>Comprehensive Motor Insurance</b> provider.
vii)	Any loss directly or indirectly caused as a result of the theft of the <b>Insured Vehicle</b> left unattended unless all security devices or immobilisers are activated, doors locked and windows closed and all keys removed from the vehicle.
ix)	Any motor insurance excess above £250 or where it is recoverable from a liable third party.
x)	Any amount relating to insurance premiums, warranty costs, fuel, service packages, maintenance costs and any interest payable thereon.

## 7. HOW TO MAKE A CLAIM

### IMPORTANT

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 Administrators consent, the Administrator will settle Your claim based on the Market Value at the Date of Loss.

Stage	Explanation
Step 1	<p>Contact the <b>Administrator</b> as soon as <b>You</b> become aware of a potential <b>Total Loss</b> and BEFORE <b>You</b> accept any settlement from the <b>Comprehensive Motor Insurance</b>: -</p> <ul style="list-style-type: none"> <li>• by telephone on 0161 451 4808; or</li> <li>• by emailing <a href="mailto:Insurethegap@defendinsurance.co.uk">Insurethegap@defendinsurance.co.uk</a>;</li> <li>• or visit <a href="http://www.insurethegap.com/defendgapclaims">www.insurethegap.com/defendgapclaims</a></li> </ul>
Step 2	<p>Return all required information to the <b>Administrator</b>: -</p> <ul style="list-style-type: none"> <li>• by email to <a href="mailto:Insurethegap@defendinsurance.co.uk">Insurethegap@defendinsurance.co.uk</a>;</li> </ul> <p>Please note that information the <b>Administrator</b> may reasonably require must be received within ninety (90) days of the <b>Date of Loss</b> of the <b>Insured Vehicle</b>. If it isn't, the <b>Administrator</b> will attempt to assess <b>Your</b> claim however it may be difficult for them to investigate and settle <b>Your</b> claim adequately.</p>

### Points to note about the claims process

- **We** reserve the right to subject the **Insured Vehicle** to an independent assessment.
- At the time of 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**.
- **We** and 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.
- Claims benefits will be paid to **You**.



## 8. POLICY CONDITIONS

- The maximum benefit payable by **Us** in respect of the **Insured Vehicle** is the Claims Limit on the **Certificate of Insurance**.
- 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.
- It shall not be possible for **You** to assign or change the benefits of the **Policy** in any way whatsoever, other than as specified in **Section 9 - TRANSFERRING YOUR POLICY**.
- **We** have the right to take proceedings against other parties in **Your** name, in order to recover for **Our** benefit, the amount of any payment made under this **Policy**.
- **You** must notify **the Policy Retailer** as soon as possible if any of **Your** details change during the term of the **Policy**.

## 9. 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:

- a. Where ownership of the **Insured Vehicle** is transferred to a **Family Member** then cover may be transferred to that **Family Member**, by contacting the **Policy Retailer**, so long as that **Family Member** meets the eligibility criteria in **Section 3 - ELIGIBILITY**.
- b. Where **You** are entitled to or are offered a replacement vehicle under the terms of the **Comprehensive Motor Insurance**. In this event **You** will be entitled to transfer the remaining cover under this **Policy** to **Your** replacement vehicle so long as a claim has not been settled by **Us** and the **Insured Vehicle** meets the eligibility criteria in **Section 3 - ELIGIBILITY**.
- c. In the event of bereavement, the remaining benefits of this insurance may be transferred to a **Family Member** or their estate.

**You** must make a request to the **Policy Retailer** 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**.

## 10. 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** please contact the **Policy Retailer**.

Time period	Refund Rights
Cancellation before <b>Policy</b> commencement date	If <b>You</b> cancel before the <b>Policy</b> commencement date, you will be entitled to a full refund of premium paid and no administration fee will be charged.
Cancellation within thirty (30) days of the start date on the <b>Certificate of Insurance</b> or receipt of the <b>Policy</b> terms (whichever is later)	If <b>You</b> cancel within thirty (30) days and have not made a successful claim on <b>Your Policy</b> , <b>You</b> will be entitled to a full refund of premium paid.
Cancellation after thirty (30) days from the start date on the <b>Certificate of Insurance</b> or receipt of the <b>Policy</b> terms (whichever is later)	<p>If <b>You</b> cancel after thirty (30) days and have not made a successful claim on <b>Your Policy</b>, <b>You</b> will be entitled to a pro rata refund, based on the number of fully unexpired months remaining on <b>Your Policy</b> minus a fixed amount of £35 to cover <b>Our</b> costs incurred in relation to <b>Your</b> cancelled <b>Policy</b>.</p> <p>A pro rata refund example is as follows: -</p> <ul style="list-style-type: none"> <li>• 36-month <b>Policy</b> term.</li> <li>• £360 total premium paid for <b>Policy</b>.</li> <li>• Cancellation in month 18 leaves 18 full months remaining.</li> <li>• Pro rata refund of £180 less £35 administration fee.</li> <li>• Amount of refund due to <b>You</b> is £145.</li> </ul>

## 11. COMPLAINTS PROCEDURE

If **You** wish to make a complaint about the conduct of the sale or cancellation of this **Policy**, including any information provided as part of the sale, please contact the **Policy Retailer**, Halo Insurance Services Limited (InsuretheGap.com).

- Calling 0203 305 6767
- Emailing [customerservice@insurethegap.com](mailto:customerservice@insurethegap.com)

Details of Halo Insurance Services Limited's complaints procedure can be found by visiting [www.insurethegap.com/complaints-procedure](http://www.insurethegap.com/complaints-procedure)

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

- calling 0161 451 4808; or
- emailing [insurethegap@defendinsurance.co.uk](mailto:insurethegap@defendinsurance.co.uk)

The **Administrator** will aim to resolve **Your** complaint within fifteen (15) working days from first notification of **Your** complaint.

If the **Administrator** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why and will aim to resolve **Your** complaint within a further fifteen (15) working days from this point.

If **You** remain dissatisfied with the response to **Your** complaint or it is not resolved within the timescales detailed above, the **Administrator** will advise **You** who to contact depending on the nature and type of **Your** complaint, as follows:

If **Your** complaint relates to a claim under this **Policy** or is in relation to the **Policy** wording, contact The Financial Services Arbiter in Malta:

- by email at [complaint.info@asf.mt](mailto:complaint.info@asf.mt); or
- by writing to the Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta; or
- by telephone on 00356 21 249 245.

For more information, please see online at [financialarbiter.org.mt](http://financialarbiter.org.mt)

If **Your** complaint relates to the conduct of the sale of this **Policy** or is in relation to **Policy** administration, contact The Financial Ombudsman Service:

- by submitting **Your** complaint online – please see [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk); or
- by email at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk); or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

**IMPORTANT:** Both the Financial Services Arbiter (Malta) and the Financial Ombudsman Service (UK) will expect **You** to have followed the above procedure before they accept **Your** case.

**Following this complaints procedure does not affect Your legal rights.**

## 12. 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.

### 13. APPLICABLE LAW

This **Policy** shall be subject to the law of England and Wales, unless **We** and **You** agree otherwise.

### 14. COMPENSATION SCHEME

**You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company Ltd 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 Financial Services Compensation Scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to:-  
Financial Services Compensation Scheme,  
10th Floor, Beaufort House,  
15 St Botolph Street,  
London, EC3A 7QU.  
Telephone: +44 (0)207 892 7300.

### 15. PRIVACY AND DATA PROTECTION NOTICE

#### Data Protection

Fortegra Europe Insurance Company Ltd (a joint Data Controller with the **Administrator** and the **Retailer**) 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 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 bureaus, 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 the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the 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 Ltd, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imnsida, Gzira, GZR 1401, Malta, Malta or via email at [dpofficer@fortegramalta.com](mailto:dpofficer@fortegramalta.com).

For information on the other data controller parties please see the full privacy policies of the **Administrator** <https://www.defendinsurance.eu/sk/en/privacy-policy> and the privacy policy for the **Retailer** can be found here <https://www.insurethegap.com/privacy-policy>