

Welcome

Thank you for choosing Platinum Gap to provide Your policy.

This document contains the full policy terms and conditions which should be read along with the schedule. Please read these documents carefully and keep them safe. You will need these documents in the event you need to make a claim.

Please note that certain words and phrases in this policy will have the same meaning wherever they appear. To make them easier to recognise they will be shown in italics. They are all listed and explained at the end of the policy under the heading "Definitions".

If You have any questions regarding the cover, please contact the Platinum Gap Customer Services team on 0113 460 78 00, who will be happy to help.

Platinum Gap is a trading style of Motor Gap Limited, Hawkstone House, Valley Road, Hebden Bridge, HX7 7BL. Registered in England, Company number 7109212. Motor Gap Limited is Authorised by the Financial Conduct Authority, Financial Services Register number 516846.

This insurance is arranged and administered by AMS Insurance Services Limited (AMS) of Heyford Park House, Heyford Park, Upper Heyford, Oxfordshire, OX25 5HD and underwritten by Wakam of 120-122 Rue Réaumur, 75002 Paris, France.

AMS is authorised and regulated by the Financial Conduct Authority (reference number 310422). Wakam is a limited company registered with the Paris Trade and Companies Register (Registre du Commerce et des Sociétés) under number 562 117 085 operating through its UK Branch whose principal place of business is 18th & 19th Floors, 100 Bishopsgate, London, EC2N 4AG. Authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Your GAP Contract Hire Finance Shortfall Insurance

This insurance is designed to pay the shortfall between the amount your motor insurer pays on your motor insurance policy following a total loss and the outstanding balance owed on your finance agreement.

Please note: we will only pay the element of the outstanding balance that relates directly to the price of the motor vehicle. See the definition of insurance settlement on page 6.

Please read this policy document and the above schedule carefully to check that the cover meets your needs. Keep the policy document and schedule in a safe place so you can read it again if you need to. If there is any difference between the information in this policy document and what you understood to be the terms of the insurance when you applied for the insurance, you should contact AMS immediately. Contact details are shown below.

AMS Insurance Services Limited
Telephone: 01869 232563
Email: info@ams-gap.com

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NOTE: THIS POLICY IS NOT A MOTOR VEHICLE INSURANCE FOR THE PURPOSE OF THE ROAD TRAFFIC ACT.

Certification of Cover

This policy document and schedule are issued to you by AMS Insurance Services Limited in its capacity as agent of the Insurer, under contract reference AMS-DSA-2020. In exchange for you paying the premium amount referenced in your schedule, you are insured in accordance with the terms & conditions contained in these documents (and any amendments made to them) for the duration of your policy.

Important Information

It is important that you:

- check that the information you have given us is accurate – see the “information you have given us” section;
- notify us as soon as possible of any inaccuracies in the information you have provided; and
- comply with your duties under each section and under the insurance as a whole.

Important Information you have given us

In accepting your application for this insurance, we have relied on the information you have given us. You must take reasonable care to provide complete and accurate answers to the questions asked when you take out or make changes to your policy.

If we discover that you deliberately or recklessly provided us with false, inaccurate or misleading information, we may treat this policy as if it never existed and decline all claims.

If we discover that you carelessly provided us with false, inaccurate or misleading information, it could adversely affect the extent of your insurance cover and we may:

- treat this policy as if it never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered; or
- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
- reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you otherwise; or
- cancel your insurance.

If you become aware that any information you have given is incomplete or inaccurate, please contact AMS Insurance Services Limited (AMS) at Heyford Park House, Heyford Park, Upper Heyford, Oxfordshire, OX25 5HD as soon as possible.

We will write to you if we:

- intend to cancel your policy; or
- need to amend the terms of your policy; or
- require you to pay more for your insurance.

Change in your circumstances

You must notify us as soon as possible of any changes that affect your insurance and that have occurred since the cover started. If you do not tell us about relevant changes, your Insurance may not be valid and may not cover you fully.

Examples of relevant changes include:

- changes to your contact details;
- changes in the use of your vehicle;
- changes to the terms of your finance agreement.

Eligibility

You can apply for this insurance if:

1. You have a finance agreement taken in the name of the insured to finance the hire and/or purchase of the motor vehicle;
2. The motor vehicle has, and will have, a comprehensive motor insurance policy at all times throughout the cover period, in your name as the policyholder or in the name of a nominated authorised driver. **Please Note: Motor trade insurance policies of any type are excluded.**
3. You purchased the motor vehicle less than 180 days before the cover start date;
4. The motor vehicle is under 10 years old and valued at less than £50,000, and is listed in Glass's Guide;
5. The motor vehicle has been purchased from a registered motor dealer; and
6. The motor vehicle is not one of the following excluded vehicles:
 - A Ferrari, Lamborghini, Maserati or Rolls Royce;
 - a commercial vehicle, motorcycle, motor scooter or moped;
 - a left-hand drive vehicle;
 - a vehicle which does not meet relevant standards and certifications arising from UK or EU law, or which is not commercially available in the UK direct from a manufacturer or its authorised importer or dealer;
 - a taxi, mini cab, driving tuition vehicle, courier or delivery vehicle of any type;
 - a rally, competition or off-road vehicle of any type; or
 - an emergency vehicle or invalid carrier.

We will not provide any cover if you do not meet these eligibility requirements.

What We Will Cover

Subject to the terms and conditions of your policy, on receipt of a valid claim (including satisfactory evidence that your motor insurer has settled a total loss claim for the motor vehicle under your motor insurance policy) during the cover period, we will pay the shortfall between the amount your motor insurer has agreed to pay following a total loss and the outstanding balance owed on your finance agreement that relates directly to the price of the motor vehicle.

If You finance your motor vehicle under a contract hire or lease agreement, we will only pay the outstanding finance element of that agreement including any residual value (“balloon”) payment but excluding any maintenance, service, tyre, relief vehicle, excess mileage, administration and early termination penalties. Please see the definition of insurance settlement on page 6.

The Most We Will Pay

The most we will pay for a total loss is the shortfall between the amount your motor insurer pays on your motor insurance policy following a total loss and the outstanding balance owed on your finance agreement.

Cost

The cost of the policy is shown in the schedule.

What We Will Not Cover

This insurance does not cover, and we will not make any payment for, any of the following:

1. Any liability for death or bodily injury or damage to any person, damage to property or any other losses or expenses arising from the event that results in the total loss of the motor vehicle.
2. Any risk or liability that you more specifically insure elsewhere.
3. Any additional costs within the insurance settlement for anything other than the hire and/or purchase of the motor vehicle. This includes, but is not limited to, administration charges, option to purchase charges, late payment charges, and arrears. If You finance your motor vehicle under a contract hire or lease agreement, we will only pay the outstanding finance element of that agreement including any residual value ("balloon") payment but excluding any maintenance, service, tyre, relief vehicle, excess mileage, and administration fees.
4. Any of your finance agreement instalments that are in arrears or any interest on arrears, or any deficit due to non-payment or erratic payment of any amounts that you should have paid under the terms of your finance agreement or any outstanding financed amount transferred from any previous finance agreement including "Cash Back" to your current finance agreement.
5. If the event causing the total loss is occasioned by your deliberate act or a deliberate act by another person with your consent.
6. If the claim or loss is caused by you taking part (either directly or indirectly) in a crime.
7. If the claim or loss is caused by you or another person authorised by you to drive the motor vehicle committing a drink driving offence or being under the influence of drugs.
8. The amount of any policy excess on your motor insurance policy exceeding £250.
9. Where your motor insurer replaces your motor vehicle or offers you a replacement vehicle in settlement which you decline.
10. Where your motor insurer offers to repair your motor vehicle, but you have instead requested the claim to be dealt with on a total loss basis.
11. If the claim or loss is directly or indirectly caused by war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion or terrorist activity of any kind.
12. If the claim or loss is directly or indirectly caused by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
13. Any VAT element of any claim where you are VAT registered.
14. Any deduction by your motor insurer for any unrepaired pre-accident damage.

Other Insurance

If you have another similar insurance with us or with any other insurer, in respect of the same motor vehicle then we reserve the right to reduce any benefit we may pay on this policy.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that you do not have to pay for other people's dishonesty. If any claim made by you or anyone acting on your behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, we may:

- not pay your claim; and;
- recover (from you) any payments we have already made in respect of that claim; and
- terminate your insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If your insurance is terminated from the time of the fraudulent act, we will not pay any claim for any incident which happens after that time and may not return any of the premium already paid.

General Conditions

Improving your vehicle, renegotiating your finance agreement

If you add to or make any improvements to the motor vehicle or renegotiate any term(s) of the finance agreement, you must tell AMS as soon as possible. Contact details are given on Page 1.

If you do not, payment of your benefit may be delayed or reduced. When you tell AMS, you may be required to pay an additional premium.

Subrogation

We may, at our discretion, take any steps at our cost in your name against any person, including but not limited to, your motor insurer, to recover any money paid in settlement of your claim. You must give us all the assistance that is necessary.

Policy Transfer

Your policy is only transferable under the following conditions:

- If in the event of a total loss your motor insurer replaces your motor vehicle with one of the same make and model we will provide a new GAP policy for this motor vehicle for the term and cover of your original GAP policy free of charge. There is no administration or transfer fee.
- In the event of your death within the term of this policy the remaining benefit of this insurance may be transferred to your spouse or partner. There is no administration or transfer fee.
- If you change your motor vehicle, provided that no claim has been made under this insurance, you may be eligible to transfer the remaining term of this policy to your replacement vehicle, subject to our agreement. There is no administration or transfer fee. Please contact AMS whose contact details are given on page 1. You will need to send them:
 - A copy of the original invoice for your motor vehicle;
 - A copy of the invoice for the replacement motor vehicle;
 - A copy of your current GAP policy.

Premiums and Claims – Your Rights

When handling premium payments from you that are due to us, and when handling any premium refund due to you, AMS and or its authorised motor dealer/broker act as our authorised agents. This means that when you pay a premium to AMS or your broker it is deemed to have been received by us, and that any premium refund paid by AMS or its authorised motor dealer/broker, is not deemed to have been paid until you have received the payment.

Also, when AMS handle a claim you make under this policy they act as our authorised agents. This means that any valid claim you make with AMS which is to be settled by a payment, is not deemed to have been settled until you have received the payment.

Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act. For your information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her. However, the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

Claims Procedure

This insurance is administered by AMS Insurance Services Limited on behalf of the insurer. AMS is authorised and regulated by the Financial Conduct Authority (reference number 310422). If you need to make a claim under your policy please telephone AMS on 01869 232563 or send an email to: claims@ams-gap.com. Their address is: 52 Heyford Park, House, Upper Heyford, Oxfordshire OX25 5HD.

Claims Conditions

You should make a claim and provide all necessary proof as soon as possible after the event leading to the total loss of the motor vehicle, but in any event within 120 days of the date of total loss. If you do not do this, payment of your benefit may be delayed or reduced. We may provide an extension of that period if you make a request in writing giving a reasonable explanation for the delay.

Your claim must be accompanied by:

- a copy of your finance agreement and the settlement statement for your finance agreement incorporating a breakdown of any arrears or interest on the arrears and interest rebate;
- a copy of the statement by your motor insurer disclosing in full the basis of the calculation used in arriving at the insurance settlement amount.
- evidence of payment of the insurance settlement amount;
- a copy of this insurance certificate.

We may require other documents to validate your claim and it is your responsibility to provide these on request.

Documents must be certified as correct by an official of your motor insurer and your lender. We will give you information on how to complete your claim form and tell you any other details that are required.

Sanctions

We shall not provide any benefit under this contract of insurance 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.

Law & Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England and Wales.

Policy Cancellation

Within The 30 Day Cooling Off Period

You may cancel this insurance, without giving reason by advising Platinum Gap within 30 days of the cover start date. You will receive a full refund from Platinum Gap of all premium paid provided that no claim has been made and you do not intend to make a claim.

After The 30 Day Cooling Off Period

1. If you wish to cancel this insurance after the cooling off period then, provided no claim has been made, you will receive a partial refund of the premium you have paid proportionate to the unexpired term of the insurance, less an administration fee of £35.
2. If you change your motor vehicle at any time within the cover period and we provide a new GAP policy in respect of the new vehicle, you will receive a partial refund of the premium you have paid in respect of this insurance proportionate to the unexpired term of this insurance.

To cancel your policy after the cooling off period, please contact Platinum Gap in writing either by email or post, whose contact details are:

Post: Platinum Gap, Hawkstone House, Valley Road, Hebden Bridge, HX7 7BL

Call: 0113 460 78 00

Email: customerservice@motorgap.co.uk

Customer Complaints

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you wish to make a complaint about any of the following:

- sale of this insurance policy,
- information or advice provided during the sales process,
- terms and conditions of the policy,
- general administration of your policy including claims,

Please email or write to AMS using the below contact details:

AMS Insurance Services Ltd, Heyford Park House, Heyford Park
Upper Heyford, Oxfordshire, OX25 5HD

Telephone: 01869 232563 / Email: info@ams-gap.com

Your complaint will be acknowledged no later than the end of the next working day and final written response will be provided within 15 working days. If a final response is not provided within fifteen working days, you will be informed about the cause of the delay and an indication of when the investigation is likely to be complete.

Should your complaint be about the Insurer, you may write to Wakam. When writing please include the following information: 1) name, address and postcode, telephone number and email address, 2) policy number and/or claim number, 3) the reason for your complaint, and 4) copies of any material you may wish to provide us.

If you remain dissatisfied with the final response to your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).
Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.

If you are not eligible to take your complaint to the Financial Ombudsman service in the United Kingdom, which may be the case if your complaint is about the Insurer, you may be eligible to take your complaint to the French Insurance Ombudsman – La Médiation de l'Assurance at:

Post: La Médiation de l'Assurance, TSA 50110 – 75441 Paris Cedex 09

Website: <https://www.mediation-assurance.org/>
Email: le.mediateur@mediation-assurance.org

The European Union offers an Online Dispute Resolution platform, which may assist you with a complaint if you purchased your policy online. You can access this platform at <http://ec.europa.eu/odr>. Please note that this service may not be available to you following the UK's exit from the European Union.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligation to you under this contract. You can learn more about this scheme at www.fscs.org.uk, by phoning 0800 678 1100 or 020 7741 4100 or by writing to the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Data Protection Notice

AMS Insurance Services Limited are the data controllers (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process your personal information.

For full details of what data AMS collect about you, how AMS use it, who AMS share it with, how long AMS keep it and your rights relating to your personal data, please refer to the AMS Privacy Notice which will be available on the AMS website <https://www.ams-gap.com/privacy-policy>.

If you do not have access to the Internet, please write to the Data Protection Officer (address below) with your address, and a copy will be sent to you in the post.

In summary:

AMS Insurance Services Limited may, as part of our agreement with you under this contract, collect personal information about you, including:

- Name, address, contact details, date of birth and cover required
- Financial information including bank details,
- Details of any claim

AMS Insurance Services Limited may collect and process your sensitive personal information, including information about any criminal convictions or offences, for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to AMS or which process information on its behalf (for example, premium collection and claims validation, or for communication purposes related to your cover). AMS will ensure that they keep your information secure and do not use it for purposes other than those specified in the AMS Privacy Notice. Some third parties that process your data on AMS' behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

AMS Insurance Services Limited will keep your personal information only for as long as AMS believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations). AMS will share your information if required to do so by law. AMS may share your information with enforcement authorities if they ask AMS to, or with a third party in the context of actual or threatened legal proceedings, provided AMS can do so without breaching data protection laws.

If you have any concerns about how your personal data is being collected and processed, or wish to exercise any of your rights detailed in the AMS Privacy Notice, please contact:

Data Protection Officer
AMS Insurance Services Limited
Heyford Park House
Upper Heyford
Oxfordshire OX25 5HD
Telephone: 01869232563

If you would like to know more about how the insurer uses your information, please contact the insurer at:

Data Protection Officer
Wakam
120-122 Rue Réaumur, 75002 Paris, France
Email: dpo@wakam.com

Definitions

What the terms mean

Any word or expression used in this document to which a specific meaning has been attached will have that same meaning throughout This Insurance and will appear with an initial capital letter.

1. **AMS** means AMS Insurance Services Limited of 52 Heyford Park House, Upper Heyford, Oxfordshire OX25 5HD (company number 03976947, FCA reference number 310422).
2. **Cover end date** means the earliest of:
 - the date you sell or transfer the motor vehicle;
 - the date benefit is paid under this insurance;
 - the date on which you cease to have a motor insurance policy in place covering the motor vehicle; and
 - the date this policy terminates as stated on the schedule.
3. **Cover Period** the period from the cover start date to the cover end date.
4. **Cover Start Date** means the date on which AMS or the AMS authorised motor dealer or broker, receives the premium payable in respect of this policy or the date given on your schedule, whichever is later.
5. **Finance Agreement** means the original hire purchase, lease, lease purchase, personal contract purchase or contract hire agreement, between you and the lender for the purchase and/or use of the motor vehicle.
6. **Insurance Settlement** means the payment amount you receive under your motor insurance policy following the total loss of the motor vehicle.
7. **Insured Person** means the person named in the schedule.
8. **Insurer** means Wakam (SIREN 562 117 085).
9. **Lender** means the finance company that is named in any finance agreement.
10. **Motor insurance policy** means a standard form of comprehensive motor vehicle insurance policy with a motor insurer registered in the United Kingdom and issued to you and in force in respect of the motor vehicle which insurance policy meets the requirements of the Road Traffic Act 1988.
11. **Motor insurer** means the motor insurer, registered in the United Kingdom, with whom you have taken out your motor insurance policy.
12. **Motor vehicle** means the passenger car as identified in the schedule that is made for private or business use on the public highway and has a value that does not exceed £50,000.
13. **Negative equity** means the situation where the original purchase price of the motor vehicle financed by the finance agreement is above the manufacturer's published retail list price at time of purchase or its retail market value if a used vehicle.
14. **Original purchase price** means the price paid by you under your finance agreement or by the finance company (as applicable) for the motor vehicle (including all factory fitted accessories) after any discount given, but does NOT include the cost of vehicle excise duty (or any other vehicle tax), new vehicle registration fee, fuel, paintwork and/or upholstery protection kits, insurance premiums (including the premium for this policy), warranty premiums, dealer fitted accessories, any finance arrears and any such associated costs and any negative equity.
15. **Outstanding balance** means the amount the lender calculates you must pay to settle the finance agreement less any arrears and interest on arrears, and less the repayment of any amount other than the original purchase price of the motor vehicle including any amount in respect of maintenance, service, tyre, relief vehicle, excess mileage, and administration fees.
16. **Premium** means the monies you have paid for this policy, which includes the Insurer's charge for the risk insured and their associated costs to which they are entitled and any sum due to your agent and retainable by them for facilitating the provision of cover to you.
17. **Registered keeper** means the registered keeper (as defined in regulation 3 of the Road Vehicles (Registration and Licensing) Regulations 2002/2742) of the motor vehicle.
18. **Schedule** means the schedule attaching to this policy confirming your details, the motor vehicle details and the level of cover you have selected.
19. **Shortfall** means the difference between the insurance settlement and the outstanding balance at the date on which payment is made by your motor insurer under your motor insurance policy.
20. **Total loss** means the actual or constructive total loss (as a result of theft or material damage to the motor vehicle) resulting in a payment under your motor insurance policy.
21. **We, us or our** means Wakam (SIREN 562 117 085).
22. **You or your** means the insured person named on the schedule, who is also the registered owner or registered keeper of the motor vehicle, the policyholder named in the motor insurance policy and the borrower named in the finance agreement.

Need to make a claim?

This insurance is administered by AMS Insurance Services Limited on behalf of the insurer. AMS is authorised and regulated by the Financial Conduct Authority (reference number 310422).

If you need to make a claim under your policy please contact AMS:

Post: AMS Insurance Services, 52 Heyford Park, House, Upper Heyford, Oxfordshire, OX25 5HD

Call: 01869 232 563

Email: claims@ams-gap.com