

RETURN TO INVOICE INSURANCE – KEY FACTS

This is a Key Facts document about Your Return to Invoice insurance policy; it is a policy summary and does not contain the full terms and conditions of the Policy, which can be found in the insurance Policy itself. It is important that You read the full policy document carefully if You decide to buy the Policy.

Name of the Insurer

The insurer is LAMP Insurance Company Limited, Suite 934, Europort, Gibraltar, company registration number 93562. LAMP insurance Company Limited is regulated by the Chief Executive of the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act to carry on insurance business.

Administrators

The Policy will be administered by the company who sold the Policy to You (the 'Policy Administrator'), as specified on Your Policy Schedule. The Policy Administrator will address any queries You may have and handle any Policy changes or adjustments, Policy transfers, payments and cancellations.

The Claims Administrator is World of Warranty, a trading name of LAMP Services Limited, Chester House, Harlands Road, Haywards Heath, RH16 1LR, company number 04967967. LAMP Services Limited is authorised and regulated by the Financial Conduct Authority, FRN 435979.

Type of cover provided

If, during the Period of Insurance, an incident occurs within the Geographical Limits which results in a Total Loss/Write Off of the Vehicle under Your Motor Insurance Policy, on condition of Your having paid the Premium when due and subject to the terms and conditions detailed in the Policy, We will pay the financial shortfall between the Insured Value and:

1. the original purchase price of the Vehicle (if You purchased the Vehicle from a VAT registered motor dealer less than 12 months before the Policy Start Date); or
2. the Outstanding Balance on Your Finance Agreement (if greater in value than cover option 1), subject to the original amount financed being less than or equal to the Vehicle purchase price, and providing the Vehicle was purchased from a VAT registered motor dealer less than 12 months before the Policy Start Date; or
3. the Market Value of the Vehicle at the Policy Start Date (If You did not purchase the Vehicle from a VAT registered motor dealer, or purchased the Vehicle more than 12 months before the Policy Start Date).

We will provide cover up to the Policy Limit shown on Your Policy Schedule, and exclude any amount financed above the original purchase price of the vehicle.

Cover includes Your Motor Insurance Policy excess up to an amount of £250. Only one claim can be made under this Policy during the Period of Insurance.

Where a Finance Agreement exists on Your Vehicle, You must be named on the agreement. Where the Vehicle is the subject of a contract hire or lease agreement, You must be named on the agreement.

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

Eligibility

To be eligible for cover under this Policy You must:

1. have a full valid driving licence, be over 18 years of age and be resident in the United Kingdom;
2. own the Vehicle to be covered, or, in respect of contract hire or lease agreements, be named on the agreement;
3. have a comprehensive insurance policy in place for the covered Vehicle, covering damage, fire and theft, insured to the Market Value of the Vehicle (note: this excludes motor trader policies).

To be eligible for cover under this Policy, the Vehicle must:

1. have a current and valid MOT at all times during the life of the Policy;
2. at the Start Date of the Policy, be worth less than £85,000, be less than 8 years old and have less than 100,000 miles on the odometer (or equivalent in kms);
3. be a United Kingdom specification vehicle, built for principal sale in the United Kingdom and not classed as a Grey Import;
4. weigh 3.5 tons or less; must be a motorcar, motorcycle, motorhome or a light commercial vehicle, and not designed to carry more than 8 people including the driver;
5. not, at any time, have previously been declared a total loss or write off (of any category A,B,C or D);
6. not be used for pace making, racing, speed testing, or reliability trials, or for emergency services or driving school purposes, or for Hire or Reward (additional cover may be purchased if the Vehicle is to be used for driving school or Hire or Reward purposes);
7. not be owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a lease company or business formed for the purposes of selling or servicing motor vehicles;
8. have been purchased by You within England, Wales, Northern Ireland, Scotland, the Channel Islands or the Isle of Man.

You must ensure that the Vehicle is insured for the correct Market Value with Your motor insurer at the Start Date of this cover.

Significant features and benefits

1. If the Vehicle is involved in an incident during the Period of Insurance resulting in a Total Loss/Write off, this Policy will cover the difference between the Insured Value and:
 - a. the original purchase price of the Vehicle (if You purchased the Vehicle from a VAT registered motor dealer less than 12 months before the Policy Start Date); or
 - b. the Outstanding Balance on Your Finance Agreement (if greater in value than cover option 1), subject to the original amount financed being less than or equal to the Vehicle purchase price, and providing the Vehicle was purchased from a VAT registered motor dealer less than 12 months before the Policy Start Date; or
 - c. the Market Value of the Vehicle at the Policy Start Date (If You did not purchase the Vehicle from a VAT registered motor dealer, or purchased the Vehicle more than 12 months before the Policy Start Date).
2. Cover included for the Excess You have incurred on Your Motor Insurance Policy (up to £250.00);
3. Cover included for factory and dealer fitted accessories to a maximum of £1,500 (providing the total Vehicle value does not exceed £85,000);
4. If the Vehicle is written off by Your motor insurer during the first year of cover and You get a Replacement Vehicle on a "New for Old" basis, You can transfer the remaining duration of this Policy to Your replacement Vehicle (subject to the conditions and eligibility criteria laid out in this Policy).

Significant exclusions and limitations

The following will not be covered:

1. Any vehicle which has previously been declared a total loss or write off (of any category A,B,C or D);
2. Any more than one claim during the Period of Insurance;
3. Any Excess over £250.00;
4. Any amount deducted by Your motor insurer for salvage, contributory negligence, delivery charges, storage charges, outstanding premium, damage to or general poor condition of the Vehicle immediately prior to the Date of Loss;
5. Any vehicle which does not meet the eligibility criteria in the Policy, or fits any of the excluded vehicles or uses laid out in section 'What Is Not Covered' subsection 1 of the Policy;
6. Any Total Loss/Write Off due to an incident where You, or someone with Your permission, is driving the Vehicle while under the influence of alcohol or drugs;
7. Any Total Loss/Write Off outside the Geographical Limits of the Policy;
8. Any incident where the Vehicle has not been deemed a Total Loss/Write Off by Your motor insurer, or where Your motor insurer has not deemed it a valid claim.

Making a claim

In the event of a claim, please call the Claims Administrator on 0330 0105115. Full details of how to make a claim are in the 'How to Claim' section of Your Policy document.

You must notify Us (via the Claims Administrator) of a potential claim within 30 days of the incident leading to a claim under Your Motor Insurance Policy. Any claim will need to be authorised by Our Claims Administrator before any benefit can be paid.

Duration of the Policy

Cover will be provided for a period of up to four years, as specified in Your Policy Schedule. Cover will cease upon the earliest of a) the expiry of the Period of Insurance, b) a claim being paid, or c) upon Your or Our cancellation of the Policy.

Cancellation

If, upon receipt of the Policy documentation, You decide that You do not want the Policy or it is not suitable for You, You have 14 days in which to cancel the Policy by contacting the Policy Administrator. If You cancel the Policy within Your 14 day cooling off period, all cover will be cancelled and You will be refunded any Premium You have paid, providing there has not been a claim.

If You wish to cancel Your Policy after 14 days and You do not wish to transfer it to a Replacement Vehicle, You will be entitled to a pro-rata refund on the remainder of Your Policy, which will be calculated monthly and paid for each full month left to run. An administration fee of £35 will be applied.

In exceptional circumstances (for example, but not limited to, if You fail to pay the Premium when due, or if You are guilty of material representation in applying for this Policy), We may cancel this Policy by writing to You at Your last known address advising that the policy is cancelled.

In any instance, if a claim has been made then You will not receive a refund of the Premium if the policy is cancelled.

Further details on cancellation terms can be found in the 'Cancellation' section of the Policy.

Complaints

LAMP Insurance Company Limited aims to provide a first class service at all times. The person who sold You the Policy should be able to address any issues or cause for concern in the first instance, and will be able to provide You with a copy of their complaints procedure.

A copy of LAMP Insurance Company Limited's complaints procedure is available on Our website at www.lampinsurance.com, or You can request a copy to be posted or emailed to You by contacting Us:

LAMP Services Limited, Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR.
Tel: 01444 451 752. Email: info@lampinsurance.com

Compensation

LAMP Insurance Company Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if LAMP Insurance Company Limited cannot meet its obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or contacted by telephone on 0207 892 7300.

Law Applicable

The Policy shall be subject to the law of England and Wales.

SAMPLE

RETURN TO INVOICE INSURANCE – POLICY WORDING

Introduction

Below are the full terms and conditions of Your Return to Invoice insurance Policy (the 'Policy'). Please read this document carefully and make sure You understand and fully comply with its terms and conditions. Failure to do so may jeopardise the payment of any claim which might arise and could lead to this Policy becoming void. Please ensure You keep it in a safe place so You can read it again if You need to.

The Insurer is LAMP Insurance Company Limited, Suite 934, Europort, Gibraltar. The Policy Administrator is the company who sold this Policy to You, as shown on Your Policy Schedule. The Claims Administrator is World of Warranty, a trading name of LAMP Services Limited, Chester House, Harlands Road, Haywards Heath RH16 1LR.

This Policy is evidence of a contract of insurance. This Policy will only become effective when We have received payment of the Premium in full and provided You with Your Policy Schedule.

The Policy Schedule must be kept with the Policy booklet and it contains Your details, details of the Vehicle, the Period of Insurance and the Premium due. Please check that the information contained in the Policy Schedule is correct and that it meets Your requirements. If it does not, please contact the Policy Administrator.

We will provide the insurance as stated in this Policy. The Policy Schedule, which includes details You have provided to Us (via the Policy Administrator) in application for the insurance, is the basis of the contract and forms part of this Policy. This Policy contains details of the insurance cover You have bought, what is excluded from it and the terms and conditions of the cover.

Definitions

The words below have a specific meaning and will appear throughout this document with a capital letter:

Claims Administrator

World of Warranty, a trading name of LAMP Services Limited. Telephone 0808 164 2166 or write to Maxet House, 22 Lansdown Industrial Estate, Gloucester Road, Cheltenham, GL51 8PL. The Claims Administrator is authorized to act for and on behalf of the Insurer for the purposes of this insurance. The Claims Administrator is authorized and regulated by the Financial Conduct authority, FRN 435979.

Date of Loss

The date of the Vehicle incident in respect of which a Total Loss/Write Off is subsequently paid under the Motor Insurance Policy.

Finance Agreement

The loan taken out in Your name to finance the purchase of the Vehicle.

Geographical Limits

The area in which the Policy is effective, being Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, member countries of the European Union and any other country for which an International Motor Insurance Green Card in respect of the Vehicle is effective at the Date of Loss. The Vehicle can only be used outside of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands for a maximum of 60 days per Policy year.

Glass's Guide

A motor trade publication recognized and used extensively throughout the motor vehicle industry to value used vehicles.

Grey Import

A vehicle that was not built to European Union vehicle type approved standards and/or was not sold as new in the European Union by the manufacturer's official concessionaire or agent.

Hire or Reward

Use of the Vehicle for taxi, private hire, or courier services.

Insured Value	The amount You received under the Motor Insurance Policy in respect of the Vehicle as a result of a Total Loss/Write Off, or the Market Value of the Vehicle at the Date of Loss (whichever is higher).
Market Value	The retail value of the Vehicle, as listed in Glass's Guide for a vehicle of the same make, model, trim level, recorded mileage and overall condition. We reserve the right to have an independent valuation undertaken for the Market Value should the specification not be available within Glass's Guide or it is suspected that the condition of the Vehicle is such that this would affect the guide value. There will be no value allowance for non-standard fittings, other than a reduction should any non-standard fittings be considered to have a detrimental effect on retail prospects and/or value.
Motor Insurance Policy	The fully comprehensive policy of motor insurance which covers the Vehicle in respect of damage, fire and theft, and which is maintained in Your name throughout the Period of Insurance and is insured for the full invoice price of the Vehicle (or Vehicle's Market value at the time the Motor Insurance Policy is purchased, if greater). Note this excludes motor trader policies.
Negative Equity	Any amount carried over from a previous finance agreement which is not directly linked to the purchase of the Vehicle insured by this Policy.
Outstanding Balance	The amount Your lender calculates You must pay to settle Your Finance Agreement at the date on which the Total Loss/Write Off payment is made under Your Motor Insurance Policy. This sum includes any rebate or interest charge reductions for early settlement, and is less any arrears and/or interest on arrears, less any amount financed above the original invoice price of the Vehicle, and less any amount in respect of refinancing or extending the finance on Your Vehicle after the inception of the Policy.
Period of Insurance	The period during which this Policy provides cover, as shown in the Policy Schedule.
Policy Administrator	The administrator of this Policy, as shown on Your Policy Schedule.
Policy Limit	The maximum amount We will pay under this Policy in the event of a claim, as stated in Your Policy Schedule.
Policy Schedule	The schedule issued by Us to You (via the Policy Administrator) which contains details of Your Vehicle, Your Policy start and expiry dates, the Policy Limit and any additional information provided by You in support of Your application for cover under this Policy. Your Policy Schedule forms part of this Policy.
Premium	The amount payable by You to Us (including any taxes or charges) for coverage under this Policy, as shown on the Policy Schedule.
Premium Financing Agreement	A loan arranged for the specific purpose of spreading the cost of the Premium for this Policy.
Registered Keeper	The person or organisation named on the DVLA V5C document as the registered keeper of the Vehicle.
Replacement Vehicle	The Vehicle provided to You by Your motor insurer in the event of Your original Vehicle being written off in the first year of cover, under the motor insurer's 'New for Old' cover. The date that Your Policy commences, as shown in Your Policy Schedule.

Total Loss/Write Off	This is when the Vehicle is stolen and not recovered, or is deemed (following material damage or fire) beyond economic or constructive repair under Your Motor Insurance Policy.
Vehicle	The vehicle to which this Policy applies, as shown on Your Policy Schedule, which satisfies the eligibility criteria and the terms and conditions of this Policy.
We/Us/Our/Insurer	LAMP Insurance Company Limited, Suite 934, Europort, Gibraltar, company number 93562. LAMP Insurance Company Limited is authorised by the Chief Executive of the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act to carry on insurance business and is permitted to trade in the United Kingdom.
You/Your	The policyholder shown on the Policy Schedule, who is the owner and Registered Keeper of the Vehicle (or, in respect of contract hire or lease agreements, is named on the agreement).

Eligibility

To be eligible for cover under this Policy You must:

1. have a full valid driving licence, be over 18 years of age and be resident in the United Kingdom;
2. own the Vehicle to be covered, or, in respect of contract hire or lease agreements, be named on the agreement;
3. have a comprehensive insurance policy in place for the Vehicle, in Your name, covering damage, fire and theft, insured to the Market Value of the Vehicle (note: this excludes motor trader policies).
4. hold any Finance Agreement secured on the Vehicle in Your name, with the original amount financed being less than or equal to the Vehicle purchase price;

To be eligible for cover under this Policy, the Vehicle must:

1. have a current and valid MOT;
2. be worth less than £85,000; be less than 8 years old and have covered less than 100,000 miles (or equivalent in kms);
3. be a United Kingdom specification vehicle, built for principal sale in the United Kingdom and not classed as a Grey Import;
4. weigh 3.5 tons or less; must be a motorcar, motorcycle, motorhome or a light commercial vehicle and not designed to carry more than 8 people including the driver;
5. not be used for pace making, racing, speed testing or reliability trials or for emergency services purposes;
6. not be used for Hire or Reward, unless You have purchased additional Hire and Reward cover (detailed on Your Policy Schedule);
7. not be used as a driving school vehicle, unless You have purchased additional driving school cover (detailed on Your Policy Schedule);
8. have not, at any time, previously been declared a total loss or write off (of any category A,B,C or D);
9. not be owned by a business formed for the purposes of selling or servicing motor vehicles;
10. have been purchased by You within England, Wales, Northern Ireland, Scotland, the Channel Islands or the Isle of Man.

You must ensure that the Vehicle is insured for the correct Market Value with Your motor insurer at the Start Date of this cover.

What Is Covered

If, within the Period of Insurance, an incident occurs within the Geographical Limits which results in a Total Loss/Write Off under Your Motor Insurance Policy, on condition of Your having paid the Premium when due and subject to the terms, conditions and exclusions herein, this Policy will pay the financial shortfall between the Insured Value and the greater of:

1. the original purchase price of the Vehicle (if You purchased the Vehicle from a VAT registered motor dealer less than 12 months before the Policy Start Date); or
2. the Outstanding Balance on Your Finance Agreement (if greater in value than cover option 1), subject to the original amount financed being less than or equal to the Vehicle purchase price, and providing the Vehicle was purchased from a VAT registered motor dealer less than 12 months before the Policy Start Date; or
3. the Market Value of the Vehicle at the Policy Start Date (If You did not purchase the Vehicle from a VAT registered motor dealer, or purchased the Vehicle more than 12 months before the Policy Start Date).

This is subject to a maximum benefit not exceeding the Policy Limit shown on Your Policy Schedule, and excludes any amount financed above the original purchase price of the vehicle.

This will include Motor Insurance Policy excess up to an amount of £250.00, and also includes cover for manufacturer fitted accessories and dealer fitted accessories up to a maximum of £1,500 (subject to a total maximum vehicle purchase price of £85,000). Only one claim can be made under this Policy during the Period of Insurance.

Where a Finance Agreement exists on Your Vehicle, You must be named on the agreement. Where the Vehicle is the subject of a contract hire or lease agreement, You must be named on the agreement.

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

What Is Not Covered

The following are excluded from cover under this Policy:

1. Vehicles:
 - a. of the following makes: Alfa Romeo 8c Competizione, Aston Martin, Audi R8, Bristol, Bugatti, BMW Alpina models, Cosworth, De Tomaso, Dorchester, Ginetta, Hummer, Honda NXS models, Lamborghini, Lotus, Maserati, Maybach, Marcos, Morgan, Nissan GT-R, Noble, Rolls Royce and vans above 3500kgs. Kit cars, Grey Imports and any American make of vehicle unless manufactured as right-hand drive for the UK market. Any vehicle not mentioned in Glass's Guide, commercial vehicles over 3500kgs, emergency vehicles, mobility vehicles, taxis (unless You have purchased additional Hire or Reward cover, as detailed in Your Policy Schedule), driving school vehicles (unless You have purchased additional driving school cover, as detailed in Your Policy Schedule), buses, invalid carriers and any make of vehicle not built for principle sale in the UK;
 - b. over 3500kg gross weight;
 - c. designed to carry more than 8 people including the driver;
 - d. which have been modified in any way from the manufacturer's specification, where such modification:
 - i. increases the insurance group applicable to the vehicle, and/or
 - ii. decreases the value of the vehicle;
 - e. which are owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a lease company or business formed for the purposes of selling or servicing motor vehicles;
 - f. used for racing, pacemaking, speed testing, reliability trials, rallying or for any other competitive event, or used for emergency services or driving school purposes. Cover is available for Hire and Reward or driving school use only if the additional appropriate cover is purchased and shown on Your Policy Schedule;

- g. which have previously been declared a total loss or write off (of any category A,B,C or D);
- h. bought privately and not from a franchised dealer, and any vehicle bought more than 30 days prior to the inception of this Policy.
2. Any Total Loss/Write Off:
 - a. where the Total Loss/Write Off occurred before the inception of this Policy or before the Policy was transferred, or occurred outside the Geographical Limits;
 - b. due to the vehicle being stolen if it is stolen by any person having access to the keys of the Vehicle, unless taken by force, violence or criminal means;
 - c. due to an accident where the driver of the Vehicle is under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
 - d. due to an accident or incident where the Vehicle is being driven, with Your consent, by someone who does not hold a full valid driving licence or is in breach of the conditions of that driving licence;
 - e. resulting from a theft or malicious damage claim which is not supported by a valid and substantiated crime reference number, and/or police report;
 - f. of whatsoever nature arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on Your or the driver of the Vehicle's part.
 3. Any amount in excess of the Policy Limit;
 4. VAT where You are VAT registered.
 5. Any Excess above £250.00;
 6. Any loss for additional costs or purchases at the time of purchase of the Vehicle including (but not limited to): delivery charges, fuel, road fund license, insurance premiums including the Policy, paintwork or paint protection, upholstery protection kits, optional extras such car mats, CD players, number plates, accessories other than manufacturer approved dealer or factory fitted accessories;
 7. Any additional costs for anything other than the purchase of the Vehicle, such as (but not limited to): insurance and warranty premium and fees, subscription charges, payment protection, recovery, servicing and maintenance plans, administration charges, option to purchase charges, late payment charges and arrears, or early settlement charges.
 8. Where a claim is settled with an amount between the motor insurer settlement and the purchase invoice price, any additional finance and other charges which inflate the original purchase invoice price of the Vehicle will be deducted.
 9. Where there is Negative Equity included within the lease / finance value, any Negative Equity will be deducted from the settlement figure.
 10. Any amount in respect of refinancing, or extending the finance of Your Vehicle after the inception of cover.
 11. We will deduct from any payment due to You under a valid claim any amount deducted by Your motor insurer from the Insured Value relating to:
 - a. Any premium owing to Your motor insurer;
 - b. Any contributory negligence on Your part (the same percentage or amount as deducted by Your motor Insurer);
 - c. Any damage to, or the poor condition of, the Vehicle immediately prior to the Date of Loss;
 - d. The Vehicle not having an up to date service history or valid MOT;
 - e. The salvage value of the Vehicle where there is no requirement to transfer ownership of the Vehicle to Your motor insurer.
 12. We will not cover any amount where the Vehicle has been insured for an amount below its Market Value (or invoice value, if the Vehicle was bought by a Finance Agreement) at the time of Your purchase of the Motor Insurance Policy.
 13. Any costs incurred in excess of or outside the liability under this Policy, including any form of storage costs or consequential loss.
 14. Any Total Loss/Write Off which is not subject of an indemnity settlement under the accidental damage, fire or theft sections of a Motor Insurance Policy.
 15. Any Total Loss/Write off where You accept a permanent replacement vehicle from Your motor insurer under Your Motor Insurance Policy;
 16. Any claim where Your motor insurer has offered to repair the Vehicle but You have requested

- the claim to be dealt with on a Total Loss basis, or where the Vehicle was economically repairable and You obtained a cash settlement from Your motor insurer rather than having repairs completed;
17. Where You have failed to notify Us (via the Policy Administrator) of a Vehicle transfer or where the Vehicle transfer has been rejected.
 18. If any misrepresentation or concealment is made by You or on Your behalf in support of obtaining this Policy or any claim on this Policy.
 19. Any liability directly or indirectly caused by, or contributed to by, or arising from or through:
 - a. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component;
 - b. war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;
 - c. pollution or contamination;
 - d. or in consequence of: terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto. For the purpose of this exclusion, 'terrorism' means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. Losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are also excluded hereunder.

General Conditions

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

1. Premium

You will pay the Premium shown on Your Policy Schedule and, subject to the terms and conditions of this Policy, will be covered for the Period of Insurance shown on Your Policy Schedule. You must pay the Premium when due in order for cover to be in place.

2. Duty of Disclosure

This Policy has been issued to You based upon information which You have given to Us (via the Policy Administrator) about Yourself and about the Vehicle. You must respond honestly to any request for information We or the Policy Administrator may make when You apply for cover under this Policy, or apply to vary Your cover under this Policy. You have a duty to tell Us (via the Policy Administrator) immediately of any changes to this information. Failure to do so may invalidate Your cover under this Policy.

3. Duty of Care

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

4. Insurance Settlement Offer

If You accept a settlement offer from Your motor insurer prior to or without Our or the Claims Administrator's consent, or if You refuse Your motor insurer's offer to replace the vehicle with another vehicle under the terms of Your Motor Insurance Policy, We may settle Your claim using the Vehicle's Market Value at the Date of Loss.

5. Salvage

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

6. Other Insurances

If the risk covered by this Policy is also covered by any other policy, warranty or guarantee then We shall only be responsible for paying a fair proportion of any benefit which We would otherwise be due to pay.

7. **Subrogation**

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

8. **Variation**

We may vary or waive Your terms and conditions in order to:

- Improve Your cover;
- Comply with any applicable laws and regulations
- Correct any typographical or formatting errors

We, via the Policy Administrator, will provide You with at least 30 days' written notice to Your last known address, unless the change is due to legal or regulatory status or requirements, in which case We may not be able to provide such notice.

If You do not wish to continue Your cover under this Policy given such variation, You may cancel the Policy in accordance with the section 'Cancellation'.

9. **Law Applicable**

Unless specifically agreed to the contrary prior to Policy inception, this Policy shall be subject to English Law.

Claims Procedure

If a Total Loss/Write Off occurs, or an incident potentially giving rise to a Total Loss/Write off, please contact the Claims Administrator as soon as possible on 0330 0105115, and in any event within 30 days of the Date of Loss. You will need to provide the Claims Administrator with Your Policy number, Vehicle details, the circumstances of Your claim and any crime reference number. In the event of malicious damage or theft, You will need to report the incident to the Police within 24 hours of Your knowledge and must advise Us (via the Claims Administrator) of Your valid crime reference number.

Please ensure You contact the Claims Administrator before accepting any offer of settlement from Your motor insurer.

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

No benefit shall become payable under this Policy until We have received (via the Claims Administrator) evidence to Our satisfaction of:

1. payment of the Premium for the Policy. If, upon a claim being lodged, You have not paid the appropriate Premium when due, We shall deduct any outstanding Premium from any claim payment We make to You.
2. Your Policy number and Vehicle details;
3. the cause of Total Loss/Write Off;
4. a valid crime reference number in the event of malicious damage or theft;
5. Your original invoice detailing original purchase price (where You wish to lodge a claim under cover option 1);
6. payment of the claim for Total Loss/Write Off under Your Motor Insurance Policy;
7. evidence of the Total Loss/Write Off and the Insured Value as at the date of Total Loss/Write Off;
8. Your contact and payment details for reimbursement;
9. Details of the contract, lease or Finance Agreement including the Outstanding Balance, remaining term, interest charges etc (where you wish to lodge a claim under cover option 2);
10. any other evidence which may be reasonably required by Us.

We, via the Claims Administrator, shall only ask for information required in order to properly assess Your claim; if You are unable to provide any of the information We or the Claims Administrator request, You may be asked to provide alternative documentation. Provision of any documents We or the Claims Administrator may require shall be at Your expense.

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

If the purchase of this Policy was made by way of a Premium Financing Agreement and there is a valid claim, then in the first instance any benefit due will be Used to settle the Premium Financing Agreement and any surplus amount remaining will then be rebated in the form of a cheque, made payable to the policy holder.

You must follow the claims procedure, as failure to do so may result in non-payment of Your claim.

Policy Transfer

This Policy only applies to You and is not transferrable to any other person or business. You cannot use this Policy as security for any debt obligation in any manner whatsoever.

If during the first year of cover, the Vehicle is involved in an incident causing it to be written off by Your motor insurer and You get a Replacement Vehicle on a "New for Old" basis, You can transfer the remaining duration of this Policy to Your Replacement Vehicle free of charge, but subject to the terms, conditions and eligibility criteria laid out in this Policy. If You wish to transfer this Policy to a Replacement Vehicle, please contact the Policy Administrator.

In the event of Your death, the remaining benefit of this Policy may be transferred to Your spouse or partner if they become the owner of the vehicle. Proof in the form of a death certificate and change of Registered Keeper will be required before any remaining benefit will be transferred. Under no other circumstances can this Policy be transferred to another person.

The Policy Limit on any Policy transfer will be the Policy Limit on the original Vehicle. Any transfer is subject to approval by Us (via the Policy Administrator). If You have submitted any claim during the Period of Insurance You will not be able to request a transfer.

When Your Cover Ends

Cover under this Policy will cease upon the earliest of:

1. the end date of the Period of Insurance;
2. the Vehicle longer being in Your possession (unless We, via the Policy Administrator, have agreed to transfer Your cover to a Replacement Vehicle);
3. the Vehicle no longer satisfying the terms and conditions of this Policy (for example due to a change in use, ownership, motor insurance, modification etc);
4. You no longer satisfying the terms and conditions of this Policy (for example if You are no longer resident in the United Kingdom);
5. Your submission of a valid claim against this Policy;
6. payment for this Policy not being made in full;
7. Your cancellation of the Policy;
8. Our termination of the cover in accordance with the terms and conditions of this Policy.

Cancellation

Cancellation by You

You have the right to cancel this Policy at any time. If You wish to cancel Your Policy, please contact the Policy Administrator.

If this Policy is cancelled within the first 14 days, You will be entitled to a full refund of any Premium You have paid, providing no claims have been submitted.

If You wish to cancel Your Policy after 14 days and You do not wish to transfer it to a Replacement Vehicle, You will be entitled to a pro-rata refund of the Premium You have paid, proportionate to the unexpired Period of Insurance; this will be calculated on a monthly basis and is paid for each full month left to run. An administration fee of £35 will be applied if You decide to cancel Your Policy outside of the initial 14 days, which reflects the administrative cost of arranging and cancelling this Policy.

If the purchase of this Policy was made by way of a Premium Financing Agreement and You wish to cancel, then in the first instance any rebate will be used to settle the Premium Financing Agreement and pay the administration fee and any amount remaining will then be returned to You.

If You have submitted any claims against Your Policy You may cancel Your Policy but We will not be able to offer a refund..

Cancellation by Us

In exceptional circumstances (for example, but not limited to, where You fail to pay the Premium or where You are guilty of material misrepresentation whilst applying for this Policy) We may cancel this Policy by writing to You at Your last known address advising that all cover will end 14 days after the date of the letter. If there has been no claim (or claim pending) We will calculate the Premium for the period You have been insured and refund any balance less an administration charge. If a claim has been submitted during the current Period of Insurance no refund will be given.

Fraud

You must not act in a fraudulent manner. If You, or anyone acting for You, make a claim under this Policy knowing the claim to be false, or fraudulently exaggerated in any respect; or make a statement in support of a claim, knowing the statement to be false in any respect; or submit a document in support of a claim, knowing the document to be forged or false in any respect; or make a claim in respect of any loss or damage caused by Your wilful act, or with Your connivance, then:

1. We shall not pay the claim or any other claim which has been made or will be made under this Policy;
2. We may at Our option declare the Policy void and treat it as if it had never existed;
3. We shall be entitled to recover from You the amount of any claim already paid under this Policy;
4. We shall not make any return of Premium; and
5. We may inform the police of the circumstances.

Data Protection

1. For the purposes of the Data Protection Act 1998, the joint data controllers in relation to any personal information You supply are the Policy Administrator, the Claims Administrator and the insurer.
2. The data controllers will collect and maintain Your personal information in order to:
 - a. underwrite and administer the policies of insurance issued;
 - b. provide You with information, products or services which the Policy Administrator feels may interest You;
 - c. verify Your identity;
 - d. use Your information for statistical purposes;
 - e. use Your information for research purposes; and
 - f. carry out their respective obligations arising from the Policy.
3. All personal information is treated with the utmost confidentiality and with appropriate levels of security in accordance with the Data Protection Act 1998. The data controllers will not keep Your information longer than is necessary. Your information will be protected from accidental or unauthorised disclosure. The data controllers will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this Policy. Under the terms of the Data Protection Act 1998 You have the right to ask for a copy of any information the data controllers hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible. To exercise this right, please contact:
Data Protection, LAMP Insurance Company Limited, Suite 934, Europort, Gibraltar.
4. In assessing any claims made, the data controllers or their associated companies or agents may undertake checks against publicly available information about You (such as electoral roll, county court judgements, bankruptcy or repossessions). This information may also be shared with other insurers to help in the prevention of fraud.

5. Your personal information may be sent securely and in confidence to other companies in Our group (or companies acting on Our instructions), including those outside the European Economic Area (EEA), and We may also transfer it to Our agents and subcontractors with the EEA who help Us administer Your Policy. The data controllers may disclose Your personal information Our subsidiaries or parent company. In the event that We buy or sell any business or assets, We may disclose Your personal information to the prospective buyer or seller of such business assets.
6. The above principles apply whether We hold Your information on paper or in electronic form.

Complaints

LAMP Insurance Company Limited aims to provide a first class service at all times. The person who sold You the Policy should be able to address any issues or cause for concern in the first instance, and will be able to provide You with a copy of their complaints procedure.

A copy of LAMP Insurance Company Limited's complaints procedure is available on Our website at www.lampinsurance.com, or You can request a copy to be posted or emailed to You by contacting Us:

LAMP Services Ltd
Chester House
Harlands Road
Haywards Heath
West Sussex
RH16 1LR

Tel: 01444 451 752

Email: info@lampinsurance.com

Compensation

LAMP Insurance Company Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if LAMP Insurance Company Limited cannot meet its obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or contacted by telephone on 0207 892 7300.