

# Car Value Protector



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Fills the gaps other insurance leaves behind

# HELPUCOVER

## CAR VALUE PROTECTOR INSURANCE

keyfacts<sup>®</sup>

This policy summary does not contain the full terms and conditions of the contract. Full terms and conditions can be found in the policy document GP02364.

### Who is the Insurer?

The insurer of this policy is Pinnacle Insurance plc. helpucover is a trading style of Pinnacle Insurance plc. Pinnacle Insurance plc is authorised and regulated by the Financial Services Authority.

### What is Car Value Protector Insurance?

If your vehicle is written off, it will help to ensure that you are able to buy a replacement vehicle of similar value, by paying the difference between the motor insurance settlement and the recorded market value of the vehicle at the start date of this cover.

### To be eligible for cover under this policy you must be:

- the registered keeper of the insured vehicle;
- an individual or sole trader;
- at least 18 years of age at the start date; and
- resident in the United Kingdom, the Channel Islands or the Isle of Man.

### For a vehicle to be considered an insured vehicle under this policy it must:

- be less than 7 years old at the start date;
- have covered less than 80,000 miles at the start date;
- have a market value of less than £50,000; and
- be insured under a comprehensive motor insurance policy.

### What are the benefits and features of Car Value Protector Insurance?

If your vehicle is written off due to an accident, fire or theft, it will pay the difference between the amount your motor insurance policy pays and the recorded market value of the vehicle at the start date of this cover.

The maximum benefit payable under this policy is:

RECORDED MARKET VALUE*:	MAXIMUM CLAIM AMOUNT:
£0 - £5,000	Up to a maximum of £5,000
£5,001 - £10,000	Up to a maximum of £10,000
£10,001 - £50,000	Up to a maximum of £15,000

*\*Recorded Market Value means either the invoice price of the insured vehicle where the start date of this cover is within 90 days of the date you purchased the insured vehicle, or the market value of the insured vehicle recorded at the start date where the start date of this cover is not within 90 days of the date you purchased the insured vehicle.*

For full details of the benefits and features of the cover, please refer to Section 3 of the policy document.

### What am I NOT covered for under Car Value Protector Insurance?

There are some situations that you are not covered for. The most significant exclusions of the policy are set out below, but there may be other exclusions that are significant to you, so you need to check the policy document.

Benefits will not be paid if your vehicle is:

- used for racing, rallying or competition of any kind;
- used for hire or reward or as a taxi, emergency vehicle, courier/delivery vehicle, invalid carrier or driving instruction vehicle;
- modified other than in accordance with the manufacturer's specifications; and
- written-off while you, or a person with your consent to drive the vehicle, is under the influence of alcohol or drugs.

For full details of the exclusions please refer to Section 4 of the policy document.

### Limits of cover

Benefit will not be payable in respect of:

- any amount deducted by the comprehensive motor insurer i.e. unpaid premiums, salvage value, contributory negligence and any excess over £250;
- dealer-fitted options, insurance premium, warranty costs, fuel, paintwork protection applications or other additional amounts included in the invoice price;
- any negative equity carried over from a previous loan or finance agreement on a vehicle; and
- any amount above the market value of the insured vehicle on the date of purchase.

### How long does my Car Value Protector Insurance contract run for?

It will run for a maximum period of 36 months, but will end earlier if:

- you do not pay the premium when due; or
- the vehicle is sold to another party.

### What happens if I take out cover and then change my mind or repay my loan?

If you are unhappy with your cover you can cancel your policy within 14 days of receiving your policy and receive your full premium back. After this period you may cancel your cover at any time but no refund of premium will be paid.

All cancellation requests should be made to:

Customer Services Department  
helpucover  
Pinnacle House  
A1 Barnet Way  
Borehamwood  
Hertfordshire WD6 2XX  
Telephone: 0845 121 2435

## Premiums

The amount you pay for cover may change during the time you have this policy. This may be because of changes to our expected future costs. We will only change your premium for this reason where there is a change to the specific factors we have set out in your policy, and that change results in our expected future costs being higher or lower than assumed when the premium was set. This may include changes to our expected future claims costs due to changes in new and used vehicle values, vehicle theft rates and total loss (write-off) rates.

We will review your premium at least annually and you will be given at least 30 days' written notice of any alteration to the premium rates under this policy unless the change is due to legislative, tax or regulatory requirements.

We may review your premium more frequently than annually if it becomes necessary due to significant changes in any of the specific factors referred to above. Except where your premium is changed due to legislative, tax or regulatory requirements, the minimum period between consecutive changes will be 180 days.

As a result of the premium review, your monthly premium may go up, stay the same or go down, and there is no limit to the amount of any change. If a review results in an increase to your premium and you do not wish to pay the increase you can contact us to discuss your options or cancel.

## Terms and Conditions

We may vary or waive the terms and conditions of this policy. This may be to:

- vary the cover provided under this policy because of changes to our expected future costs. We will only change your terms and conditions for this reason where there is a change to the specific factors we have set out in Section 6 of your policy, and that change results in our expected future costs being higher or lower than assumed when the premium was set. This may include changes to our expected future claims costs due to changes in new and used vehicle values, vehicle theft rates and total loss (write-off) rates;
- improve your cover;
- comply with any applicable laws or regulations;
- reflect any changes to taxation; or
- correct any typographical or formatting errors that may occur.

You will be given at least 30 days' written notice of any alteration to the terms and conditions of cover under this policy unless the change is due to legislative, tax or regulatory requirements.

Except where the terms and conditions of cover under this policy are changed due to legislative, tax or regulatory changes, the minimum period between consecutive changes will be 180 days.

Such changes may have the effect of increasing or reducing the cover previously provided under this policy. If you do not

wish to continue your cover you can contact us to discuss your options or cancel.

## Our Right to Cancel

We may cancel your insurance cover immediately where there is evidence of dishonest or exaggerated behaviour or where you have misrepresented or failed to disclose something at the time of application which would have caused us to decline you for cover.

We may cancel your insurance cover by giving not less than 90 days' written notice. We will only do this in the circumstances set out in Section 8 of your policy.

## How do I make a claim under Car Value Protector Insurance?

Please contact the Claims Department:

by calling: 0845 121 2435

by writing: Claims Department  
helpcover  
Pinnacle House  
A1 Barnet Way  
Borehamwood  
Hertfordshire WD6 2XX

on-line: [www.supportcardifpinnacle.com](http://www.supportcardifpinnacle.com)

### **IMPORTANT:**

You should not accept any settlement offer made by your motor insurer until you have contacted our Claims Department, and we have given our consent to do so.

## How do I make a complaint about Pinnacle Insurance plc or my cover

If you have a problem with the service you receive, you can write to the:

Customer Relations Manager  
helpcover  
Pinnacle House  
A1 Barnet Way  
Borehamwood  
Hertfordshire WD6 2XX

If we cannot resolve your complaint to your satisfaction you may be entitled to complain to the Financial Ombudsman Service.

## Would I receive compensation if Pinnacle Insurance plc were unable to meet its liabilities?

We are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our liabilities you may be entitled to compensation from the FSCS.

Further information is available from their website: [www.fscs.org.uk](http://www.fscs.org.uk)

# HELPUCOVER

## CAR VALUE PROTECTOR INSURANCE

**UNDERWRITTEN BY : PINNACLE INSURANCE PLC**

Head and Registered Office : Pinnacle House, A1 Barnet Way  
Borehamwood, Hertfordshire WD6 2XX  
United Kingdom

Company Registered Number. : 1007798

Policy Number. : 02364

Date of Policy : 9<sup>th</sup> January 2009

### INTRODUCTION

This insurance is designed to pay the difference between the **motor insurance settlement** paid by the **motor insurer** in the event of the **insured vehicle** being a **total loss** and the **recorded market value**. The payment of any benefit is subject to the terms and conditions set out below.

### UNDERSTANDING YOUR POLICY

Please read this policy and **schedule of cover** carefully so **you** know what cover is provided, what is excluded and what **you** should do if **you** need to claim. Failure to comply with the terms and conditions of this policy may jeopardise the payment of any claim which might arise and could lead to this policy becoming void. Please ensure **you** keep this policy and **schedule of cover** in a safe place so **you** can read it again if **you** need to.

Please check the information contained in the **schedule of cover** is correct and that this policy meets **your** requirements. If any information is incorrect or **you** have any questions regarding **your** cover please contact:

Customer Service Dept, helpucovr\*  
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX  
Telephone 0845 121 2435

## 1. QUALIFYING FOR COVER

- (i) An individual or sole trader will be eligible for this insurance cover if he or she:
  - (a) is at least 18 years of age;
  - (b) is resident in the United Kingdom, the Channel Islands or the Isle of Man on the **start date**;
  - (c) is named as the policyholder or a named driver on the **motor insurance policy** for the lifetime of this policy;
  - (d) is the registered keeper of the **insured vehicle**;
  - (e) has applied for this insurance cover; and
  - (f) has paid the **monthly premium** and agreed to comply with the terms and conditions of this policy.
- (ii) A vehicle can only be considered as the **insured vehicle** under this policy if it:
  - (a) is less than 7 years old at the **start date**;
  - (b) has covered less than 80,000 miles at the **start date**;
  - (c) has a **recorded market value** of less than £50,000;
  - (d) is a car or light commercial vehicle weighing less than 3,500 kg Gross Vehicle Weight (GVW). This does not include scooters, motorcycles, buses, coaches, light commercial vehicles (LCVs) greater than 3,500 kg (GVW), trucks, heavy goods vehicles (HGVs) or taxis; and
  - (e) is a UK specification vehicle, built for principal sale in the UK and is not classed as a **grey import**.

## 2. WHEN WILL CAR VALUE PROTECTOR COVER YOU?

- (i) In the event of the **total loss** of the **insured vehicle** occurring after the **start date** and before the **end date**, we will pay an amount equal to the difference between the **recorded market value** and the **motor insurance settlement** less the deductions listed in Section 3 (iv).

Motor Insurance Policy Excess - **We** will also cover up to £250 in respect of any **motor insurance policy** excess that **you** have had to pay to the **motor insurer** as part of **your total loss** claim.

- (ii) The benefits under Section 3 (i) will be paid directly to **you**. **You** will be responsible for settling any outstanding finance arrangements **you** may have directly with **your** finance company.
- (iii) The benefit under Section 3 (i) is subject to a maximum claim amount determined by the **recorded market value** of the **insured vehicle** and is shown in the table below.

RECORDED MARKET VALUE:			MAXIMUM CLAIM AMOUNT:
£0	-	£5,000	Up to a maximum of £5,000
£5,001	-	£10,000	Up to a maximum of £10,000
£10,001	-	£50,000	Up to a maximum of £15,000

- (iv) **We** will deduct from the benefit payment:
  - (a) any amount deducted from the **motor insurance settlement** relating to:
    - (i) any excess deducted by the **motor insurer** not covered in Section 3 (i);
    - (ii) the salvage value of the **insured vehicle** where **you** are not required to transfer ownership of the **insured vehicle** to the **motor insurer**;
    - (iii) any premium owing to the **motor insurer** for the **motor insurance policy**;
    - (iv) where the **motor insurer** reduces the **motor insurance settlement** because of **your** contributory negligence – the same percentage or amount as deducted by the **motor insurer**;
    - (v) any damage to, or the poor general condition of, the **insured vehicle**, at the time of **total loss**; or
  - (b) the VAT content of any claim if **you** are, or were previously, entitled to claim the VAT back.
  - (c) the cost of an independent valuation being required and undertaken because the specification of the **insured vehicle** is not available within *Glass's Guide* or it is suspected that the condition of the **insured vehicle** is such that this would affect the *Glass's 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.

### 3. WHEN WILL CAR VALUE PROTECTOR NOT COVER YOU?

- (i) The benefit will not be paid for a **total loss** of the **insured vehicle** if it:
  - (a) is used as an emergency or military vehicle, invalid carrier, driving instruction vehicle or the principal use of the vehicle is for parcel/courier services, or is registered to a company whose principal business is a haulage contractor;
  - (b) is used for hire or reward of whatsoever nature, or as a taxi;
  - (c) is used for road racing, rallying, pace-making, speed testing or any other competitive event;
  - (d) has been modified other than in accordance with the manufacturer's specifications;
  - (e) is a non-UK specification vehicle, or it is not built for principal sale in the UK, or it is classed as a **grey import**; or
  - (f) is owned at the **date of total loss**, temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles.
- (ii) The benefit will not be paid if the **total loss**:
  - (a) occurred before the **start date**;
  - (b) is caused when the **insured vehicle** is driven, with **your** general consent, by someone who does not hold a valid driving licence or is in breach of the conditions of that driving licence;
  - (c) results from **you**, or any other person with **your** general consent driving the **insured vehicle**, when intoxicated or under the influence of drugs and/or alcohol;
  - (d) results directly or indirectly, in whole or in part, from any act or omission which is wilful, unlawful or negligent on **your** or the driver of the **insured vehicle's** part;
  - (e) results from an accident, theft, act of vandalism or flood outside the United Kingdom, the Channel Islands or the Isle of Man where the **insured vehicle** has been driven for more than 30 days outside the United Kingdom, the Channel Islands or the Isle of Man in the 12 months immediately preceding the **total loss**;
  - (f) results from a malicious damage claim, which is not accompanied by a valid and substantiated crime reference number;
  - (g) results from civil commotion, terrorism, riot or insurrection, war or any act incidental to war (whether declared or not); or
  - (h) is not the result of an indemnity claim under the accidental damage, fire or theft sections of the **motor insurance policy**.

### 4. WHEN YOUR COVER ENDS

The **end date** will be the earliest of:

- (i) the date of expiry of the period of 36 months from the **start date**;

- (ii) the date on which the **insured vehicle** is repossessed, if the **insured vehicle** is purchased with a finance agreement;
- (iii) the date on which benefit is paid under this insurance cover;
- (iv) the date on which **we** advise **you** that **your** insurance cover is terminated;
- (v) the date on which **you** do not pay the **monthly premium** when it is due, or cancel any payment previously made;
- (vi) the date the **insured vehicle** is sold by **you** to another party; or
- (vii) the date on which **you** cease to have a comprehensive **motor insurance policy** in place covering the **insured vehicle**.

## 5. IF YOU CHANGE YOUR MIND

- (i) Within the "cooling off period" - if **you** decide **you** do not want the cover and wish to cancel **your** policy, **you** can do so within 14 days of the **start date** or the date **you** receive these policy documents, whichever is the later (the "cooling off period"). **You** will receive a full refund of any **monthly premium you** have paid provided no claim has been made under the terms of this policy. If **you** have made a claim, no refund of **monthly premium** will be payable.
- (ii) Outside the "cooling off period" - if **you** cancel outside the initial 14 day cooling off period, no refund of **monthly premium** will be payable.
- (iii) If **we** change **your monthly premium** and/or vary or waive **your** terms and conditions and **you** do not wish to continue **your** cover **you** should contact **us** to discuss **your** options. Alternatively **you** can cancel without notice and without penalty. Any cancellation will take effect at the end of the period for which **you** have already paid **your monthly premium**.
- (iv) All cancellation requests should be made to:  
Customer Services Department, helpucover\*  
Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX  
Telephone: 0845 121 2435

## 6. PAYING FOR YOUR COVER

- (i) **You** have purchased a monthly renewable policy and each **monthly premium** covers **you** for one month. If **you** do not pay the **monthly premium** on the due date, cover will automatically cease. Subject to the terms and conditions of the policy, **you** will be covered for a maximum period of 36 months from the **start date**.
  - (ii) **IMPORTANT NOTE:** It is a condition precedent to the validity of this policy that the **monthly premium** has been paid in accordance with the policy terms and conditions.
  - (iii) This policy has reviewable premiums, which means that **your monthly premium** may change subject to **us** giving **you** 30 days' notice. When reviewing **your** premiums, **we** will only consider any future impact to one or more of the following:
    - (a) changes due to new information arising from **our** own experience suggesting that **our** future claims experience is likely to be better or worse than previously assumed. This information includes changes to the number of claims **we** expect to pay or changes to the average expected amount paid per claim;
    - (b) changes due to new information arising from external sources such as general industry including information on new and used vehicle values, vehicle theft rates and total loss (write off) rates;
    - (c) relevant changes to **our** previous assumptions in relation to:
      - (i) expenses related to providing the insurance;
      - (ii) policy lapse rates which means the average time policies are held;
      - (iii) interest rates;
      - (iv) tax rates;
      - (v) the cost of any legal or regulatory requirements.
  - (iv) Any changes to **your** premium **we** make will not:
    - (a) be made as a result of any reason other than changes in the assumptions mentioned above;
    - (b) be based on whether **you** have made a claim; or
    - (c) be made to recover any previous losses.
  - (v) **We** will review **your** premium at least annually and **you** will be given at least 30 days' written notice, at **your** last known address, of any alteration to the premium rates under this **policy** unless the change is due to legislative, tax or regulatory requirements. If **your** premium is changed due to legislative, tax or regulatory requirements which are outside **our** control, then **we** may not be able to give **you** 30 days' notice.
  - (vi) **We** may review **your** premium more frequently than annually if it becomes necessary due to significant changes in any of the assumptions referred to above. Except where **your** premium is changed due to legislative, tax or regulatory requirements, the minimum period between consecutive premium changes will be 180 days.
  - (vii) As a result of the premium review, **your monthly premium** may go up, stay the same or go down, and there is no limit to the amount of any change.
  - (viii) If **we** change **your monthly premium** and **you** do not wish to continue **your** cover **you** can cancel as set out in Section 5.
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## 7. TERMS AND CONDITIONS

- (i) **We** may vary or waive the terms and conditions of this policy to reflect changes in the assumptions set out in Section 6 (iii) (c) (i), (ii), (iii), (iv) and (v) above which **we** use to design and price **your** cover. Such changes may have the effect of increasing or reducing the cover previously provided under this policy.
- (ii) When changing **your** terms and conditions **we** will only consider any future impact of changes in one or more assumptions due to the reasons set out in Section 6 (iii) (c) (i), (ii), (iii), (iv) and (v) above.
- (iii) In addition, **we** may also vary or waive **your** terms and conditions to:
  - (a) improve **your** cover;
  - (b) comply with any applicable laws or regulations;
  - (c) reflect any changes to taxation;
  - (d) correct any typographical or formatting errors that may occur.
- (iv) **You** will be given at least 30 days' written notice to **your** last known address of any alteration to the terms and conditions of cover under this policy unless the change is due to legislative, tax or regulatory requirements. If **your** cover is changed due to legislative, tax or regulatory changes which are outside **our** control, then **we** may not be able to give **you** 30 days' notice.
- (v) Except where the terms and conditions of cover under this policy are changed due to legislative, tax or regulatory changes, the minimum period between consecutive changes will be 180 days.
- (vi) Any changes to **your** terms and conditions **we** make will not:
  - (a) be made as a result of any reason other than changes in the assumptions mentioned in Section 6 (iii) (c) (i), (ii), (iii), (iv) and (v) or for the reasons set out in Section 7 (iii), (a), (b), (c) and (d) above;
  - (b) be based on whether **you** have made a claim; or
  - (c) be made to recover any previous losses.
- (vii) If **we** vary or waive **your** terms and conditions and **you** do not wish to continue **your** cover **you** can cancel as set out in Section 5.

## 8. OUR RIGHT TO CANCEL

- (i) **We** may cancel **your** insurance cover immediately:
  - (a) where there is evidence of **your** dishonest or exaggerated behaviour (or dishonest or exaggerated behaviour by someone acting on **your** behalf) in relation to the cover provided under this policy;
  - (b) where **you** have failed to make disclosure of a material fact which, if disclosed at the time of application, would have caused **us** to decline **you** for cover;
  - (c) where **you** have misrepresented a material fact which, if correctly represented at the time of application, would have caused **us** to decline **you** for cover; or
  - (d) where necessary to comply with any applicable laws or regulations.
- (ii) **We** may cancel **your** insurance cover by giving not less than 90 days' written notice:
  - (a) in the unlikely event that for any of the reasons listed in Section 6 **we** expect to experience unsustainable losses for the particular country or market sector that applies to **your** policy; or
  - (b) if **we** decide for reasons of strategy or cost that it is no longer viable for **us** to continue to provide cover within the particular country or market sector that applies to **your** policy.
- (iii) Except in cases of dishonest or exaggerated behaviour, misrepresentation or failure to disclose a material fact, any decision to cancel cover will not be made at an individual level and will not be based on whether **you** have made a claim.
- (iv) Except in cases of dishonest or exaggerated behaviour, misrepresentation or failure to disclose a material fact, cancellation of **your** policy will not affect **your** entitlement to claim for any event occurring before the date of cancellation.

## 9. INVALID COVER BENEFIT

If **we** make any payments as a result of **your** dishonest or exaggerated behaviour (or the dishonest or exaggerated behaviour of someone acting on **your** behalf) **we** may demand that any payments made by **us** are paid back. **We** may take legal action against **you** for the return of such monies and **we** may demand that **you** reimburse **us** for any investigation costs reasonably incurred.

## 10. MAKING A CLAIM

- (i) **Important:** You should **NOT** accept any settlement offer made by **your motor insurer** until **you** have contacted **our** Claims Department, and **we** have given **our** consent to do so. **We** may, at **our** discretion, offer to seek an increased **motor insurance settlement** offer on **your** behalf.
- (ii) **Warning:** If you accept a settlement offer from your motor insurer prior to, or without our consent then we will settle your claim based on the market value at the date of total loss and not on the settlement figure offered by your motor insurer.
- (iii) **To claim:** You should telephone 0845 121 2435 and ask for a claim form to be sent to **you**. Simply complete the form

and return it to the address below together with any other supporting documentation that **we** may reasonably require.

Claims Department, helpucover\*

Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

Make sure **you** complete all relevant sections and attach any other necessary documents to avoid delay in receiving any benefit. All claims must be made within 120 days of the **date of total loss**.

- (iv) **We** will be unable to process **your** claim if:
- (a) **we** do not receive from the **motor insurer** written confirmation of each of the following:
    - (i) that the **motor insurer** has paid the **motor insurance settlement** following **your** claim for **total loss**; and
    - (ii) the terms on which the **motor insurance settlement** was made;
  - (b) **we** do not receive copies of the original sales invoice/receipt relating to the **insured vehicle** where the **start date** is within 90 days of the date **you** purchased the **insured vehicle**.
- (v) **We** may at any time request **you** to provide **us** with proof, which is reasonably satisfactory to **us**, of the validity of the claim for benefit. If **we** do not receive such proof **we** will not pay the benefit.
- (vi) **You** must comply with the terms and conditions of this policy. In particular, **you** must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply with them, **we** may at **our** reasonable discretion cancel this policy, refuse to deal with **your** claim, or reduce the amount of the claims payment.
- (a) **MALICIOUS DAMAGE AND THEFT**  
**You** must in the case of malicious damage to, or theft of the **insured vehicle** report the incident to the Police and advise **us** of **your** valid crime reference number.
  - (b) **CLAIMS PROCEDURE**  
Failure to follow the claims procedure set out in this policy may result in non-payment of **your** claim.
  - (c) **SUBROGATION**  
**We** may take any steps in **your** name against any person including but not limited to **your motor insurer** to recover any money **we** pay in settlement of **your** claim. **You** must give **us** all assistance reasonably necessary in this regard.
  - (d) **OFFER OF SETTLEMENT**  
If **you** accept a settlement offer from **your motor insurer** in respect of a **total loss** prior to, or without **our** consent, or **you** have not used reasonable endeavours to obtain full indemnity under the terms of the **motor insurance policy** then **we** will settle **your** claim using the current **market value** of the **insured vehicle**.
  - (e) **REPLACEMENT MOTOR VEHICLE**  
If **you** decline the offer of a replacement vehicle under the terms of **your motor insurance policy**, then **we** will settle **your** claim based on the value of the replacement vehicle according to *Glass's Guide* retail value and not the settlement figure offered by the **motor insurer** in lieu of the replacement vehicle.
  - (f) **NAMED DRIVER ONLY**  
If **you** are only a named driver and not the policyholder of the **motor insurance policy** under which the **insured vehicle** is a **total loss**, **we** will settle **your** claim using the current **market value** of the **insured vehicle**.
  - (g) **WRITTEN CONSENT**  
In the event of a **total loss** of the **insured vehicle**, unless **we** have written consent from the policyholder of the **motor insurance policy** to contact the **motor insurer**, **we** will settle **your** claim using the current **market value** of the **insured vehicle**.

## 11. GENERAL CONDITIONS

- (i) **You** must not continue to drive the **insured vehicle** after any damage or incident if this could cause further damage to the **insured vehicle**.
  - (ii) This policy has been issued based upon information, which **you** have given to **us** about **yourself**, and the **insured vehicle**. **You** have a duty to tell **us** immediately of any changes to this information in particular any of the following: change of address, or use of the **insured vehicle** e.g. being used for private hire. Failure to do so may invalidate **your** cover under this policy. After **you** have notified **us** of any changes **we** will then advise **you** of any changes to the terms of **your** policy.
  - (iii) This policy, together with any written statement or other information made or supplied by **you** relating to **our** decision to insure **you**, shall constitute the entire contract between **you** and **us**. The provisions of the contract are, where their nature permits, conditions precedent to **our** liability.
  - (iv) **You** cannot assign or charge this policy in any manner whatsoever.
  - (v) When **your** cover under this policy ends it will not have a cash or surrender value.
  - (vi) This policy is governed by English law. The parties to this policy agree to submit to the jurisdiction of the courts of England and Wales unless **you** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case **you** will be entitled to commence legal proceedings in **your** local courts.
  - (vii) To improve the quality of **our** service, **we** will be monitoring and recording some telephone calls.
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- (viii) **We** have a regulatory obligation to prevent fraud. Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information **you** have supplied relevant to this insurance cover and on a claim form, together with other information relating to the claim, will be provided to the Register.
- (ix) **We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** liabilities **you** may be entitled to compensation from the FSCS. Further information is available from their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## 12. MAKING A COMPLAINT

While it is always **our** intention to provide a first class standard of service, if **you** do have any concerns regarding **your** insurance cover, please address them to:

Customer Relations Manager, helpucover\*

Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX

Should **you** remain dissatisfied with the outcome of any internal enquiries, **you** have the right to refer **your** complaint to:

The Financial Ombudsman Service (FOS)

South Quay Plaza, 183 Marsh Wall, London E14 9SR

This procedure will not prejudice **your** right to take legal proceedings. However, please note that there are some instances when the FOS cannot consider complaints.

A leaflet detailing **our** full complaints/appeals process is available from **us** on request.

\*helpucover is trading style of Pinnacle Insurance plc. Pinnacle Insurance plc is authorised and regulated by the Financial Services Authority.

## 13. DEFINITIONS

The following words will have the following meanings when they appear in bold print in this policy:

**“date of total loss”** means the date of the theft, fire or accident that gives rise to **your** claim for the **total loss** of the **insured vehicle**;

**“end date”** means the date this insurance cover ends, in accordance with Section 5;

**“grey import”** means a vehicle not registered as a new vehicle in the United Kingdom and which has been imported by someone other than the official United Kingdom distributor for that make or model of vehicle;

**“insured vehicle”** means the vehicle identified in the **schedule of cover**;

**“market value”** means the retail market value based on that listed in the current *Glass’s Guide* for purchasing, or replacing, the **insured vehicle** with one of the same make, model, trim level, recorded mileage and overall condition. *Glass’s Guide* is a motor trade publication recognised and used extensively throughout the motor vehicle industry to value vehicles;

**“monthly premium”** means the monthly premium shown in the **schedule of cover**, the first such premium being payable on or before the **start date** and thereafter payable on a monthly basis;

**“motor insurance policy”** means a comprehensive motor insurance policy covering the **insured vehicle** issued by the **motor insurer**;

**“motor insurance settlement”** means the money that **you** receive from the **motor insurer** following a claim for the **total loss** of the **insured vehicle**;

**“motor insurer”** means the company that issued a **motor insurance policy** relating to the **insured vehicle**;

**“recorded market value”** means:

(i) where the **start date** is within 90 days of the date **you** purchased the **insured vehicle** - the invoice price paid for the **insured vehicle** (including delivery charges, new vehicle registration fees, road tax, number plates and factory fitted options) but excluding any amount relating to any dealer fitted options, insurance premiums, warranty costs, fuel, paintwork protection applications, and any amount/negative equity carried over from a previous loan or finance agreement on a vehicle, which is being part exchanged and which inflates either the invoice price of the new/replacement vehicle, part exchange allowance, or loan amount borrowed on the **insured vehicle**;

(ii) where the **start date** is **not** within 90 days of the date **you** purchased the **insured vehicle** - the **market value** recorded at the **start date** based on the valuation provided by CAP (CAP Motor Research Ltd) for purchasing, or replacing the **insured vehicle** with one of the same make, model, trim level, recorded mileage and overall condition and is shown in the **schedule of cover**. CAP is a provider of vehicle data and is recognised and used extensively throughout the motor vehicle industry to value vehicles;

**“schedule of cover”** means the schedule sent to **you** which sets out the details of **your** cover;

**“start date”** means the date shown on **your schedule of cover** as the date this insurance cover commences;

**“total loss”** means the total loss of the **insured vehicle** as a result of fire, theft, or material damage beyond economic repair, resulting in a full **motor insurance settlement**;

**“we, us, our”** means Pinnacle Insurance plc;

**“you, your”** means a private individual or a sole trader who is eligible for cover under Section 1 (i) whose name appears as the insured on the **schedule of cover**.

