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Commercial
Vehicles

Volkswagen Commercial Vehicle Gap Insurance Cover Booklet



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Welcome

Welcome to your Volkswagen Commercial Vehicle Gap Insurance

Your Volkswagen Commercial Vehicle Gap Insurance has been designed to help if your vehicle is written off, or stolen and not recovered, by bridging the payment gap between the settlement amount from your motor insurer and the outstanding finance or the original purchase price of your vehicle. Having Volkswagen Commercial Vehicle Gap Insurance helps to alleviate the additional worry of finding the money to purchase a replacement Volkswagen Commercial Vehicle.

Please ensure you read this Cover Booklet and fully understand the terms and conditions relating to the Volkswagen Commercial Vehicle Gap Insurance policy provided to you.

All the details of how to make a claim, together with any conditions that you must comply with, are set out in the following pages.

If you have any questions that are not answered within this Cover Booklet, please contact us.

Please keep this Cover Booklet and your Certificate of Insurance in a safe place.

Certain words in this Cover Booklet have a specific meaning. We explain what these words mean under the meaning of words section.



Who provides Volkswagen Commercial Vehicle Gap Insurance?

Volkswagen Commercial Vehicle Financial Services is a trading name of Volkswagen Financial Services (UK) Limited ("VWFS UK"), registered in England and Wales No.2835230. Registered office: Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes MK14 5LR. VWFS UK is authorised and regulated by the Financial Conduct Authority (FCA), registration number 311988. Authorisation details can be checked on the Financial Services Register by visiting fca.org.uk.

Volkswagen Commercial Vehicle Gap Insurance from Volkswagen Commercial Vehicle Financial Services is underwritten by MAPFRE Asistencia Compañía Internacional de Seguros y

Reaseguros Sociedad Anonima ("MAPFRE"), authorised by Dirección General de Seguros y Fondos de Pensiones and subject to limited regulation by the Financial Conduct Authority ("FCA") and Prudential Regulation Authority No. 203041. Details about the extent of their regulation by the FCA and Prudential Regulation Authority are available on request. MAPFRE is incorporated and registered in the Kingdom of Spain and registered as a foreign company in the United Kingdom with company number FC021974, acting through its UK branch with branch number BR008042 and whose principal office is at Dixon House, 72-75 Fenchurch Street, London, EC3M 4BR.

Volkswagen Commercial Vehicle Gap Insurance is administered by Abraxas Insurance Administration Services Limited who acts on behalf of the Insurer. Registered in England and Wales No. 02928787. Registered Office: 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA.

VWFS UK and Abraxas Insurance Administration Services Limited are authorised and regulated by the FCA. Authorisation details can be checked on the Financial Services Register by visiting fca.org.uk. VWFS UK is not part of the same corporate group as MAPFRE and Abraxas Insurance Administration Service Limited.



Meaning of words

When the following words and phrases appear in this Cover Booklet, they have the specific meaning given below. These words are highlighted in **bold print**.

Certificate of Insurance means the document that accompanies this Cover Booklet specifying **your** details and the cover that applies.

Contract hire agreement means the agreement between **you** and the **finance company** arranged by the **Van Centre** for the hire of **your vehicle**.

Date of incident means the date an incident occurs which results in the **motor insurance company** paying a claim for **total loss**.

Early settlement balance means the net balance payable to the **finance company** at the **date of incident**, less any rebates in respect of credit insurance but excluding arrears. Lease Charges Gap also excludes any associated fees, maintenance charges, excess mileage charges and VAT.

Finance agreement means the agreement between **you** and the **finance company** arranged by the **Van Centre** for the purchase of **your vehicle** but excluding any secondary schedule that may be noted in the **finance agreement**.

Finance company means any company that the **Van Centre** has arranged a credit or hire agreement with on **your** behalf.

Geographical limits means the United Kingdom including Northern Ireland, the Isle of Man and the Channel Islands and any member countries of the European Union, including Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.

Lease/hire agreement means the agreement between **you** and the **finance company** arranged by the **Van Centre**, for the hire of **your vehicle**.

Market value means the Glass's Guide retail transacted value of **your vehicle** (excluding contents) as at the **date of incident**. We may adjust the **market value** to reflect the options or accessories fitted to **your vehicle**, subject to an assessor's report.

Motor insurance company means an insurer authorised to issue motor insurance within the United Kingdom.

Motor insurance settlement means the pre-incident value of **your vehicle** as assessed by the **motor insurance company** excluding:

- a) Contents, and any deductions for damage not associated with the **total loss** claim
- b) Deductions made where **you** fail to maintain **your vehicle** or keep it in a roadworthy condition
- c) Any rebates, arrears or associated fees, if not already applied
- d) Any salvage amount deducted
- e) More than the limit specified on **your Certificate of Insurance** for accessories fitted by the **Van Centre**
- f) Any portion of **your** motor insurance policy excess that exceeds the limit specified on **your Certificate of Insurance**
- g) Any premium owed

Net invoice price means the price paid for **your vehicle** after any cashback and discounts applied, but not including the following: accessories fitted by the **Van Centre** (unless specified on **your Certificate of Insurance**), delivery charges, vehicle excise duty, new vehicle registration fee, fuel, cherished number plates, paintwork and/or upholstery protection kits, insurance premiums (including the **premium** for this **policy**), warranty, servicing and maintenance plans or charges, recovery plans and any outstanding debt transferred from a previous vehicle.

Period of insurance means the period from the **start date** until the earliest of the following:

- a) 36 months from the **start date** for Return to Invoice cover and
- b) 60 months from the **start date** for Outstanding Finance and Lease Charges cover
- c) The date **your vehicle** is sold or transferred to a new owner
- d) The date a claim is made on this **policy**
- e) Repossession
- f) Cancellation of the **policy**

Please note that Outstanding Finance Cover will expire when the **finance agreement** has been paid off in full or has reached the scheduled expiry.

Policy means this written agreement to provide the cover shown in **your Certificate of Insurance**.

Premium means the amount payable by **you** (and any taxes or charges) for this **policy**.

Start date means the date cover commences as shown on **your Certificate of Insurance**.

Total loss means **your vehicle** has been recorded as salvage category A, B, C or D by the DVLA and a claim is paid as full and final settlement by a **motor insurance company**.

Van Centre means the **Van Centre** approved by Volkswagen Commercial Vehicle UK that supplied **your vehicle**.

Volkswagen Commercial Vehicle Gap Insurance/we/us/our means Abraxas Insurance Administration Services Limited, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA.

You/your means the individual or company specified on the **Certificate of Insurance**.

Your vehicle means an **eligible vehicle** purchased or hired by **you** and specified on the **Certificate of Insurance**, that is:

- a) Specified on the **Certificate of Insurance**
 - b) Listed in Glass's Guide (the motor industry standard vehicle price guide)
 - c) Principally used in the United Kingdom
- Your Vehicle** must not be:
- a) Any commercial vehicle above 5 tonnes, or above 7 tonnes in respect of Volkswagen Crafters
 - b) An imported vehicle unless manufactured as right hand drive and purchased or hired from an authorised United Kingdom distributor, or modified other than in accordance with the manufacturer's specification
 - c) Used for any type of competition or rallies, racing, any type of track day, off road, speed testing, pacemaking, or reliability trials, for the carriage of passengers for hire and reward including and not limited to taxi, courier services and private hire, or as an emergency vehicle

What is covered

Please refer to **your Certificate of Insurance** to confirm which Gap insurance product **you** have purchased.

Outstanding Finance Gap

We will pay the **finance company** the amount by which the **early settlement balance** exceeds the **motor insurance settlement**.

Return to Invoice Gap

We will pay **you** the amount by which the **net invoice price** exceeds the **motor insurance settlement**.

Return to Invoice & Outstanding Finance Gap

We will pay the greater of either 'Return to Invoice Gap' or 'Outstanding Finance Gap' cover, as described above.

Lease Charges Gap

We will pay the **finance company** the amount by which the **early settlement balance** of **your contract hire agreement** or **lease/hire agreement** exceeds the **motor insurer settlement**.

The maximum **we** will pay under this **policy** will not exceed the amount stated on the **Certificate of Insurance**.

Any payment under this **policy**, will also include up to £250 towards **your** motor insurance policy excess.

Accessories fitted by the **Van Centre** to **your vehicle** are only covered if specified on the **Certificate of Insurance**.



General conditions

1. **Your vehicle** must have a comprehensive motor insurance policy issued by a **motor insurance company**.
2. **You** should not accept any settlement offer made by a **motor insurance company** until **you** have contacted **us** and **we** have agreed with the offer. If **you** accept a **total loss** settlement offer from the **motor insurance company** without **our** consent, **we** reserve the right to settle **your** claim based on the **market value** of **your vehicle** at the **date of incident**.
3. Any driver of **your vehicle** must hold a current and valid driving licence.
4. If **you** decide to claim directly from a third party insurer all terms and conditions of this **policy** still apply.
5. Where **you** are entitled to a replacement vehicle under **your** motor insurance **policy** and **you** do not accept, **we** reserve the right to settle **your** claim by referencing the cost of a new vehicle of the same make, model and specification, by reference to Glass's Guide retail transacted value as at the **date of incident**, if **you** are the first registered keeper.
6. The **policy** is not transferable to any subsequent owner of **your vehicle**, however if **you** no longer require cover **you** can cancel **your policy** and may be eligible to a refund, subject to the terms detailed in the key information section of this Cover Booklet.
7. **We** reserve the right not to pay any claim under this **policy** if **you**, or anyone acting on **your** behalf, provides material information that is inaccurate, or fails to disclose any information in response to a specific request, which might reasonably affect **our** decision to provide insurance under this **policy**.
8. If any information provided by **you**, or by anyone acting on **your** behalf, is fraudulent or is intended to mislead **us**, or if any fraudulent or misleading means are used to obtain payment under this **policy**, **we** shall be entitled to cancel **your policy** and recover any sums paid and costs incurred.
9. If the risk covered by this **policy** is also covered by any other insurance then **we** shall only be responsible for paying a fair proportion of any claim.
10. Unless **we** give written permission, this **policy** must be purchased within 60 days of the delivery of **your vehicle**.
11. **Your policy** is not renewable.

12. **Your policy** shall be subject to English Law and the jurisdiction of the English courts, unless otherwise agreed by **us**.
13. **You** must have paid the **premium** in full. If **you** have chosen to pay by instalments, then in the event of a claim any outstanding sums will be deducted from the claim payment.
14. The **date of incident** must have been within the **period of insurance**.
15. At the **date of incident your vehicle** must have been within the **geographical limits**.

If **your Certificate of Insurance** shows "Return to Invoice and Outstanding Finance Gap" or "Outstanding Finance" the following conditions also apply:

- a) The **net invoice price** of **your vehicle** must not exceed the amount stated on the **Certificate of Insurance**
- b) The amount of the **finance agreement** must not exceed the amount stated on the **Certificate of Insurance**
- c) If **you** cease to become indebted to the **finance company** under the **finance agreement**, or **you** reach the scheduled expiry of the agreement, the 'Outstanding Finance' cover will cease.

Exclusions

1. This **policy** does not cover any claim in relation to any VAT element where **you** are VAT registered.
 2. If **your finance agreement** includes any outstanding debt transferred from a previous vehicle, the amount **we** will pay under this **policy** will be reduced. This will be calculated by taking the percentage of the **finance agreement** which relates to the purchase of **your vehicle** and multiplying this percentage by the **early settlement balance**.
- We** will not pay a claim if:
3. **Your vehicle** is stolen whilst unoccupied with the ignition key or other removable ignition device in or on **your vehicle**.
 4. The driver of **your vehicle** is intoxicated by alcohol or under the influence of non-prescribed drugs, or where advised not to drive by a registered medical practitioner.
 5. It arises from riot, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, acts of terrorism, military or assumed power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
 6. It is directly or indirectly caused by or contributed to or arising from ionising radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
 7. The monthly rental of the **contract hire agreement** or **lease/hire agreement** exceeds £1,500 excluding VAT or the total amount of credit exceeds £50,000.

How to make a claim

Please Note:

You must contact us prior to accepting any offer made by the motor insurance company or third party motor insurance company.

In the event of a claim please contact **our** Claims Department at:

Volkswagen Commercial Vehicle Gap Insurance
Claims Department
1 Victoria Street
Bristol Bridge
Bristol
BS1 6AA

By telephone: 0330 400 1633

If **you** report a claim, a declaration form will be sent to **you** to sign, please return this to **us** with the following:

- a) The Motor Insurance Certificate and schedule
- b) The **Motor Insurance Company's Total Loss** offer letter
- c) The **Early Settlement Balance** from the **Finance Company**, if applicable
- d) The original purchase invoice for **your vehicle**, if applicable

We may require additional information or documentation in order to process **your** claim. If the requested information is not provided within 30 calendar days of reporting a claim then no claim will be paid unless **we** have agreed an extension, or other exceptional circumstances apply.



Transferring your Volkswagen Commercial Vehicle Gap Insurance policy

This **policy** can only be transferred:

1. When the **Van Centre** replace **your vehicle** due to merchantable quality issues.
2. Provided **your vehicle** has been subject to a **total loss** and **you** have received a replacement vehicle from the **motor insurance company**.

You may transfer this **policy** to the replacement vehicle subject to the following:

3. The **start date** and **period of insurance** of the **policy** will not change.

4. **You** must request for the **policy** to be transferred in writing within 30 days of the date **you** take delivery of the replacement vehicle.
5. **You** must provide **us** with a copy of the invoice for the replacement vehicle and pay a fee of £20.00.

The original vehicle or Glass's Guide retail transacted value will be used to calculate the value of any future claim.

To transfer the **policy**, please contact **us** at:

Volkswagen Commercial Vehicle Gap Insurance, 1 Victoria Street,
Bristol Bridge, Bristol, BS1 6AA

By Telephone: 0330 400 1629



Data Protection

We need to obtain personal information from **you** to provide **you** with this policy of insurance.

We use **your** personal information in the following ways:

- To provide **you** with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to **our** agents who provide services on **your** behalf under the terms of the policy
- To confirm, maintain, update and improve **our** customer records
- To analyse and develop **our** relationship with **you**
- To help in processing any applications **you** may make
- To carry out studies of statistics and claim rates
- For the analysis and the prevention of fraud
- For the analysis and the prevention of payment defaults
- For statistical studies by **us** and/or any sectorial organisation in Europe

We may share **your** details with other companies within the MAPFRE group to support the administration of **your** policy. **We** will also share information with Volkswagen Commercial Vehicle Financial Services for their legitimate interests. The terms of their Privacy Policy and how they use your personal data may be found at www.insurewithwvcv.co.uk/privacy/.

We deal with third parties that **we** trust to treat **our** customers' personal information with the same stringent controls that **we** apply ourselves.

Information which **you** supply to **us** in connection with this policy will be held on **our** computer records. **We** will not keep **your** personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information **we** hold about **you**. This will be information that **you** have given to **us** during **your** policy. **We** do not hold any information relating to your **credit** status. If **you** would like a copy of **your** information, please contact **our** Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

We keep records of any transactions **you** enter with **us** or **our** partner companies for six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with **our** legal and regulatory requirements. **We** may keep other personal information about **you** if it is necessary for **us** to do so to comply with the law.

To assist with fraud prevention and detection **we** may:

- Share information about **you** across **our** group, with other insurers and, where **we** are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies

- Pass **your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers
- Check **your** details with fraud prevention agencies and, if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this with the fraud prevention agency and other organisations who may also use and search these records to:
 - a) Help make decisions about credit and credit related services for **you** and members of **your** household
 - b) Help make decisions on motor, household, credit, life and other insurance proposals and claims for **you** and members of **your** household
 - c) Trace debtors, recover debt, prevent fraud and to manage **your** insurance policies
 - d) Check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity
 - e) Undertake credit searches and additional fraud searches.

Under the Data Protection legislation, the MAPFRE group can only discuss **your** personal information with **you**. If **you** would like anyone else to act on **your** behalf, please contact **us**. **You** can do this by contacting **our** Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.



Key information

Getting in touch

You can contact us:

Volkswagen Commercial Vehicle Gap Insurance, 1 Victoria Street,
Bristol Bridge, Bristol, BS1 6AA

By telephone: 0330 400 1629

By e-mail: Customersupport@vwcv-gapinsurance.co.uk

Any telephone calls made in connection with this policy may be monitored or recorded as part of training and quality assurance processes.

How to cancel your policy

If this policy does not meet your requirements or should you decide to cancel it for any reason within a period of 30 days of receipt of the policy documents, you can obtain a full refund of premium paid, provided no claims are known or reported.

After the 30 day period you can cancel your policy and be entitled to a pro-rata refund less a £35 administration fee, subject to no claims being known or reported.

Please note that a Return to Invoice and Outstanding Finance GAP is a 36 month policy that in some instances provides

finance cover for a further 24 months. Return to Invoice and Outstanding Finance GAP policies are only refundable during the first 36 months.

To cancel your cover, please contact us:

Volkswagen Commercial Vehicle Gap Insurance, 1 Victoria Street,
Bristol Bridge, Bristol, BS1 6AA

By telephone: 0330 400 1629

What to do if you are not satisfied with the cover or service provided

Our aim is to get it right, first time, every time. If we make a mistake we will try and put it right promptly. We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot, we will let you know when an answer may be expected. If we have not resolved the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

If you have a complaint please contact our Customer Satisfaction Manager at:

Volkswagen Commercial Vehicle Gap Insurance, 1 Victoria Street,

Bristol Bridge, Bristol, BS1 6AA

By telephone: 0330 400 1420

By email: Complaints@vwcv-gapinsurance.co.uk

Using the complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

If you suffer from any disability affecting your ability to read these policy Terms and Conditions and/or to take any action under them please contact, or arrange for some person, on your behalf, to contact Volkswagen Commercial Vehicle Gap Insurance for assistance.

Financial Services Compensation Scheme

MAPFRE ASISTENCIA is covered under the Financial Services Compensation Scheme (FSCS). This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. 90% of the claim will be met with no upper limit. Compensation is only available to commercial customers in limited circumstances.

Further information can be obtained by contacting us, or from the FSCS, telephone number 0800 678 1100 or 020 7741 4100, or by visiting their website at www.fscs.org.uk

