

## RETURN TO INVOICE GUARANTEED ASSET PROTECTION (GAP)

### 1. Understanding your insurance cover

Please read this **policy** carefully to make sure **you** know exactly what **your** insurance covers. If **you** think there is a mistake or **you** need to make changes, **you** should notify the **Administrator** immediately. Failure to provide correct information or inform **us** of any changes could adversely affect **your policy**, including invalidating **your policy** or claims being rejected or not fully paid.

This **policy** is a contract between **you** and **us**, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218), which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of **our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from **us** on request.

The **Administrator** is responsible for arranging and administering **your policy**. If **you** have any queries about **your policy**, or wish to make changes, please contact the **Administrator** using the details provided in the **schedule**.

Words in bold typeface in this **policy**, other than in the headings, have specific meanings attached to them as set out in Section 2 of this **policy**.

**We** have supplied this **policy** and other information to **you** in English and **we** will continue to communicate with **you** in English.

#### 2. Definitions

Certain words in the **policy** have particular meanings wherever they appear. Defined terms will be bold when used. The words and their meanings are given below. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase which is not defined will have its ordinary meaning.

Administrator means the company responsible for arranging and administering

this policy, as stated in the schedule;

**Associates** means **our** subsidiary, parent and or associated companies;

**Data controller** means **us**, the insurer of this **policy**, who determines the purposes

and means of processing your personal data;

Early settlement amount means the amount required to settle your finance agreement at

the date of **total loss** excluding any amount carried over from a previous **finance agreement**, any insurance **premiums**, additional interest charges, discounts, incentives and cashbacks, arrears, title discharge fees and any other financed amount not relating

specifically to **your insured vehicle**;

**End date** means the date **your** insurance cover ends, as stated in the

schedule;



Endorsement means an amendment to the policy after the start date, as agreed

by you and us and evidenced in writing;

Finance agreement means an agreement between you and the finance company for

the purchase of your insured vehicle;

**Finance company** means an authorised consumer credit firm with which you have

entered into your finance agreement;

Glass's Guide means the vehicle value guide published by Glass's Information

Services Limited, used by the insurance industry in assessing

vehicle values;

**Insured vehicle** means only the vehicle as identified in the **schedule**, but not

exceeding 8 years of age or 80,000 miles at the **policy start date**, for use on the public highway and designed to carry no more than eight people including the driver or small commercial vehicle of less

than 3,500kg gross weight;

**Invoice price** means the price paid for the **insured vehicle** including factory

fitted options and dealer fitted options up to £1,500 but excluding any delivery charges other than manufacturer's delivery charges on new vehicles, paintwork protection applications, insurance premiums, road tax, number plates, cherished number plate transfers, warranty costs, fuel, other extras and any amount relating to finance for any other vehicle which may be included in

the invoice price;

Market value means the retail value shown in the Glass's Guide publication for a

vehicle of similar make, model, age, mileage and condition;

Maximum benefit means the claim limit (our maximum liability to you under this

policy) shown on the schedule;

Motor insurance means a policy providing comprehensive motor insurance in

respect of **your insured vehicle** issued by **your motor insurer** and maintained in **your** name throughout the **period of insurance**; **we** cannot provide cover if **your motor insurance** is a "trade" policy or is not designed to provide full **market value** cover;

Motor insurance settlement means the money that you receive from your motor insurer under

your motor insurance following a claim for the total loss of the

insured vehicle;

Motor insurer means an authorised motor insurance company that issued your

motor insurance to you;

Period of insurance means the period as shown in the schedule from the start date up

to either the:

a) end date of cover as shown in the schedule;

b) the date on which the **insured vehicle** is repossessed by

the finance company;

c) date on which the **insured vehicle** is sold or transferred to

a new owner;

d) your finance agreement is terminated, for any reason (if you settle your finance agreement prior to the end date,



your policy will only provide cover for the difference between your motor insurance settlement and invoice price);

e) date the **policy** is cancelled in accordance with its terms;

f) date of claim under the **policy**;

g) the date of non-payment of premium by you; or

h) the date you receive a replacement vehicle from your motor insurer and have failed to advise us or the date you

sell your vehicle.

**Policy** means this document, the **schedule** and any **endorsements**;

**Premium** means the amount that **you** have agreed to pay **us** in respect of

your insurance cover in accordance with the terms of this policy;

Schedule means the document titled schedule that includes your name and

address, the vehicle covered under this insurance, the **premium** and taxes and is incorporated in **your policy** and accepted by **us**;

Start date means the date this insurance cover commences as shown in the

schedule;

Territorial limits means the area in which this insurance cover is effective being the

United Kingdom. The **insured vehicle** is also covered in the European Union, Croatia, Iceland, Norway, Switzerland, Liechtenstein and Andorra for a maximum of 90 days in any 12 months of cover, provided that the cover provided by **your motor insurer** is an equivalent level of cover as **you** would have enjoyed

in the UK;

**Total loss** means the total loss of the **insured vehicle** as a result of fire, theft,

accident damage, natural disaster or adverse weather conditions rendering the **insured vehicle** beyond economic repair resulting in

a motor insurance settlement;

We, us, our means Acasta European Insurance Company Limited, 5/5

Crutchett's Ramp, Gibraltar, GX11 1AA (registered

no. 96218);

You, your, insured means the person whose name appears as the insured in the

schedule.

#### 3. Eligibility

- **3.1** You are eligible for this insurance cover if at the **start date**:
  - (a) **you** are resident in England, Scotland, Northern Ireland or Wales and remain so throughout the **period of insurance**;
  - (b) you are at least 18 years of age;
  - (C) you hold a full UK driving licence;
  - (d) you have purchased the insured vehicle with monies advanced under a finance agreement or with your own funds;
  - (e) **you** have paid or agreed to pay the **premium** and agreed to comply with the terms and conditions of this **policy**;
  - (f) you have motor insurance in place for your insured vehicle; and







- (g) **your** vehicle is not an excluded vehicle (details on which vehicles are excluded can be found in Section 5).
- **You** are eligible for this insurance cover if **you** are a partnership, limited company or other legal entity if:
  - (a) **you** are permanently situated, and in the case of a limited company, registered in England, Scotland, Northern Ireland, or Wales on the **start date**;
  - (b) you have purchased the insured vehicle with monies advanced under a finance agreement or with your own funds:
  - (C) you have paid or agreed to pay the **premium** and agreed to comply with the terms and conditions of this **policy**:
  - (d) you have motor insurance in place for your insured vehicle; and
  - (e) **your** vehicle is not an excluded vehicle (details on which vehicles are excluded can be found in Section 5).

### 4. What you are covered for

In the event of the **total loss** of the **insured vehicle** after the **start date** and before the **end date we** will pay up to the **maximum benefit** an amount equal to the difference between **your motor insurance settlement** and the **invoice price** of the **insured vehicle**, or if greater, the amount **you** require to pay **your early settlement amount**. This payment will be inclusive of the excess deducted by **your motor insurer** up to a limit of £250.

We will pay the early settlement amount to the finance company and any balance to you.

### 5. What you are not covered for

- (a) any claim in excess of the maximum benefit stated in the schedule;
- (b) the salvage value of **your insured vehicle** where **you** are not required to transfer ownership of the **insured vehicle** to **your motor insurer**;
- (C) the amount your motor insurance settlement is reduced because of your contributory negligence or due to the condition of the insured vehicle;
- (d) the **premium** or a part of the **premium** that has not been paid to **us**;
- (e) the VAT content of any claim if you are VAT registered;
- (f) the loss of use of **your insured vehicle** or any indirect losses that arise as a direct consequence of the **total loss**;
- (g) losses where your motor insurance claim is declined and you have not received a motor insurance settlement; or
- (h) delivery charges, insurance premiums, road tax, number plates, cherished number plate transfers, warranty costs, fuel, paintwork protection applications, other extras and any amount relating to finance for any other vehicle which may be included in the invoice price.

#### **5.2** You are not covered if the total loss:

- (a) 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;
- (b) results from you or any other person with your general consent driving the insured vehicle when intoxicated or under the influence of alcohol or drugs not prescribed by a medical practitioner or drugs prescribed by a medical practitioner where advice against driving has been given;
- (C) results from an accident, theft, act of vandalism or flood outside the territorial limits;
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- (d) is covered by any other insurance;
- (e) if the insured vehicle is owned by a garage, vehicle trader or any other associated vehicle trade company;
- (f) is caused by or arises from an intentional act or your wilful neglect;
- (g) is directly or indirectly caused by or contributed to or arising from ionizing 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 thereof;
- (h) is directly or indirectly caused by or contributed to or arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, military or usurped 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.
- **5.3** The following vehicles are excluded:
  - (a) touring caravans, mobile homes, non-UK specification vehicles or those not built for principal sale in the UK, grey imports, kit cars and replica cars;
  - (b) buses, coaches, commercial vehicles of more than 3500 kg, trucks, heavy goods vehicles or any vehicles not listed and valued in the Glass's Guide publication;
  - (C) those modified other than in accordance with the manufacturer's specifications;
  - (d) vehicles that have been previously declared a total loss by motor insurers;
  - (e) vehicles exceeding 8 years of age or 80,000 miles at the policy start date;
  - (f) vehicles designed to carry more than 8 people including the driver;
  - (q) any vehicle not mentioned in Glass's Guide.
- **5.4** The following uses of vehicles are excluded:
  - (a) emergency, military, courier, delivery or invalid carrier;
  - (b) road racing, rallying, pace-making, speed testing or any other competitive event;
  - (C) hackney carriages, taxis any other private hire vehicle;
  - (d) driving instruction vehicles;
  - (e) those stolen by any person having access to the keys of the **insured vehicle** unless access was gained illegally.
- Notwithstanding any provision to the contrary within this this **policy**, this **policy** excludes any Cyber Loss. For the purpose of this exclusion:
  - (a) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
    - a.a.i. the use or operation of any Computer System or Computer Network;
    - **a.a.ii.** the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
    - **a.a.iii.** access to, processing, transmission, storage or use of any Data;
    - **a.a.iv.** inability to access, process, transmit, store or use any Data;
    - a.a.v. any threat of or any hoax relating to (i) to (iv) above;
    - **a.a.vi.** any error or omission or accident in respect of any Computer System, Computer Network or Data.
  - (b) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by you or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
  - (C) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the
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- internet, intranet and virtual private networks (VPN), allowing the net-worked computing devices to exchange Data.
- (d) Data means information used, accessed, processed, trans-mitted or stored by a Computer System.

#### 6. General conditions

The following conditions apply to the whole of **your policy**. **You** must keep to its terms and conditions. If **you** do not keep to these conditions, **we** may cancel this **policy**, refuse or withdraw from any claim, claim back from **you** costs paid by **us** during your claim or do all of the above.

- **6.1** You must maintain motor insurance for the insured vehicle continuously from the start date until the date of the total loss.
- **You** must take all reasonable steps to prevent any loss, damage, theft or accident.
- 6.3 Cover under this **policy** only applies to a **total loss** event which occurs between the **start** date and the **end date**.
- **6.4 We** shall not be liable for any loss in relation to an **insured vehicle** in which **you** do not have an insurable interest at the time of the loss. If more than one person has an insurable interest in the **insured vehicle**, **we** will pay up to the amount that represents **your** insurable interest in the **insured vehicle**.
- **You** shall not assign or turn over any right of interest in regard to the **policy** without **our** written consent.
- **We** will not pay if **you** have a loss which is covered under any other insurance policies unless the cover provided by those policies is exhausted.
- do not want to continue with your policy unless you tell us otherwise, and we may cancel your policy on that date. Before we do, we will write to you in order to give you the opportunity to make the payment, but we hold on to the right to cancel if you do not make the payment requested. If the premium remains unpaid by the date we set out in our letter, we will confirm in writing that your policy was cancelled on the date the missed payment was due. If you have made a claim, or one has been made against you before that date, then the balance of the year's premium will become payable.
- **6.8** We may at our own expense take such proceedings in **your** name as we may think fit to enforce any rights and remedies against or obtain relief or indemnity from other parties to which we shall be or may become entitled or subrogated under this **policy**.
- **You** must be honest in **your** dealings with **us** at all times. **We** will not pay a claim that is in any way fraudulent, false or exaggerated. If **you** or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a fraudulent, false or exaggerated claim:
  - (a) your policy may be cancelled
  - (b) we may reject your claim and any subsequent claims
  - (C) we may keep any premium you have paid.

We have the right to cancel any other products you hold with us and share information about your behaviour with other organisations to prevent further fraud. We may also involve the relevant authorities who are empowered to bring criminal proceedings. If a fraudulent, false or exaggerated claim has been made under any other policy you hold with us, we may cancel this policy.



- **6.10** The entire **policy** will be void if, whether before or after a **total loss**, **you** have:
  - (a) intentionally concealed or misrepresented any material fact or change;
  - (b) engaged in fraudulent conduct; or
  - (C) made false statements relating to this insurance.
- 6.11 This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of third parties) Act 1999.
- This **policy** and the **schedule** together with any written statement or other information made or supplied by **you** relating to **your** insurance cover shall constitute the entire contract between **us**. The provisions of the contract are, where their nature permits, conditions precedent to **our** liability.
- **6.13** We shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- **6.14** This **policy** shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

### 7. Changing the insured vehicle

- 7.1 You are able to transfer the unexpired portion of your insurance cover to a new vehicle if either:
  - (a) your motor insurer provides a replacement vehicle under the terms of your motor insurance in the event of a total loss; or
  - (b) if **you** sell **your insured vehicle**, **you** may transfer the remaining cover to the eligible replacement vehicle, subject to **our** written agreement.
- 7.2 The first transfer is free of charge, subsequent transfers will be subject to a transfer fee of £35 as stated in the **schedule**. If the new vehicle does not meet the eligibility requirements of this insurance, the transfer will be declined and any transfer fee paid will be refunded. If the transfer is declined, **you** have the right, under Section 9 of this **policy**, to cancel the remaining cover.
- 7.3 All transfer requests must be made within 30 days of the date of sale of **your** vehicle. **You** cannot transfer **your** insurance cover if a claim or an incident that may give rise to a claim has occurred.
- 7.4 If your motor insurer provides you a like-for-like replacement vehicle in accordance with clause 7(a) there will be no charge to transfer your insurance cover to your new vehicle.

### 8. Making a claim

Should **you** need to make a claim, please call **us** on 0345 040 5975 before accepting any offer from **your motor insurer**.

All claims are handled by Acasta Europe Limited which acts as **our** intermediary in the UK. Acasta Europe Limited is authorised and regulated by the Financial Conduct Authority (FCA) (Firm Ref: 599391). Acasta Europe Limited is an agent of Acasta European Insurance Company Limited and in the matters of a claim acts on behalf of Acasta European Insurance Company Limited.



For all claims please contact:

Acasta Europe Limited 4 Station Road Cheadle Hulme Cheshire SK8 5AE

Tel: 0345 040 5975

Email: claims@acastaeurope.co.uk

If **you** have to make a claim, **you** must contact **us** as soon as **you** can and in any event within 45 days of **your motor insurer** providing **your motor insurance settlement**.

#### **IMPORTANT:**

Do not accept a settlement offer from **your motor insurer** without first contacting **us**. If **you** accept an offer of settlement from **your** motor insurer of less than the current market value of **your** vehicle, the insurer reserves the right to contact the motor insurer in **your** name to assess the offer of settlement and where necessary seek settlement in line with the market value at the time of the incident that lead to **your** vehicle being declared a total loss.

If, by negotiation on **your** behalf it is established that the fair market value of **your** vehicle is below that indicated by Glass' Guide, we will settle **your** claim using the valuation provided by **your** Motor Insurer, providing this does not include adjustments for vehicle condition as described in this policy.

We will be unable to process your claim if you do not provide:

- (a) a copy of your motor insurance schedule;
- (b) your motor insurer's written confirmation that the motor insurance settlement has been paid following your claim for total loss and the terms on which the motor insurance settlement was made:
- (C) your original invoice relating to the insured vehicle;
- (d) a copy of your finance agreement, written confirmation from your finance company of the early settlement amount and the terms on which it has been calculated; and
- (e) a valid crime reference in the case of malicious damage or theft.

**We** may request that **you** provide additional information which may be reasonably required by **us** to assess the validity of **your** claim.

### 9. Cancelling your policy

If this **policy** does not meet **your** needs and **you** wish to cancel the **policy**, please contact the **Administrator.** 

If **you** cancel within 30 days of the **start date** or within 30 days of receiving **your** documents (whichever is the later), **we** will return any **premium you** have paid provided that no claims have been made during that time.





If **you** cancel after this 30 day period, **we** will refund the proportion of any **premium** paid for the remaining **period of insurance** less an administration fee as shown in **your schedule**, provided that **you** have not made any claim during the **period of insurance**.

**We** have the right to cancel **your policy** at any time by giving **you** 30 days' notice in writing where there is a valid reason for doing so. **We** will send our cancellation letter to the latest address **we** have for **you**. Valid reasons may include but are not limited to:

- (a) where **you** are required, in accordance with the terms of this **policy**, to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that substantially affects **our** ability to process **your** claim, or deal with **your policy**;
- (b) where there are changes to **your** circumstances which mean **you** no longer meet **our** eligibility criteria for providing insurance;
- (C) where **you** have used threatening or abusive behaviour or language or **you** have intimidated **our** employees or the **Administrator's** employees.

If we cancel your policy, we will return the premium paid less the amount for the period the policy has been in force.

### 10. Complaints

**We** always aim to provide a first class standard of service. However, if **you** are dissatisfied **you** should in the first instance contact the **Administrator** using the details shown in the **schedule** and quoting **your policy** number.

The **Administrator** is empowered to support **you** and will aim to resolve most issues within three working days, following receipt of **your** complaint. If the complaint cannot be resolved within three working days, the **Administrator** will contact **you** to let **you** know who will be dealing with it and what the next steps are. The **Administrator** will keep in regular contact with **you**.

If the **Administrator** cannot complete its investigations within 8 weeks of receiving **your** complaint or if **you** are unhappy with the response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. This is a free and independent service. Referring **your** case to the Financial Ombudsman Service will not affect **your** legal rights.

You can contact them by:

Email: complaint.info@financial-ombudsman.org.uk

Phone: 0800 023 4567

Writing to: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

You can visit the FOS website at www.financial-ombudsman.org.uk

### 11. Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** obligations under this insurance, **you** may be entitled to compensation from the FSCS. Full details of the cover available can be found at www.fscs.org.uk.

#### 12. Data Protection

We are the data controller for the data you provide to us. We need to use your data in order to provide your insurance.



We collect non-public personal information about you from the following sources:

- (a) your application or other forms;
- (b) your transactions with us, our associates, the Administrator or others; and
- (C) consumer reporting agencies.

**You** are obliged to provide information without which **we** will be unable to provide a service to **you**. Any personal information provided by **you** may be held by **us** in relation to **your** insurance cover. It may be used by **our** employees in making a decision concerning **your** insurance and for the purpose of servicing **your** cover and administering claims.

We and other organisations may use the information you provide to:

- (a) help make decisions on insurance proposals and insurance claims, for you;
- (b) trace debtors, recover debt, prevent fraud, and manage your policy;
- (C) check your identity to prevent money laundering.

Information may be passed to the **Administrator**, loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **you** from credit reference agencies, fraud prevention agencies and others to check **your** credit status and identity. The agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries. If **you** provide false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** do not disclose any non-public personal information relating to **you** to anyone except as is necessary in order to provide **our** products or services to **you** or otherwise as it is required or permitted by law (e.g., a subpoena, fraud investigation, regulatory reporting etc.).

We restrict access to non-public personal information relating to you to our employees, our associates, our associates' employees, the Administrator or others who need to know that information to service your policy. We maintain physical, electronic, and procedural safeguards to protect your non-public personal information.

We process all data in the UK and Gibraltar but where we need to disclose data to parties outside these territories we will take reasonable steps to ensure the privacy of your data. In order to protect our legal position, we will retain your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data. Under GDPR legislation, you can ask us for a copy of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). We will not make your personal details available to any companies to use for their own marketing purposes.

If you wish to complain about how we have handled your data, you can contact us and we will investigate the matter. If you are not satisfied with our response or believe we are processing your data incorrectly you can complain to the Information Commissioner's Office (ICO). You can contact them by:

Phone: 0303 123 1113

Writing to: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire

SK9 5AF

You can visit the ICO website at www.ico.org.uk

