

UNDERSTANDING YOUR 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 the policy becoming void. Please ensure You keep it in a safe place so You can read it again if You need to.

The Policy

We will provide the insurance as stated in the policy. The Proposal/Policy Schedule, which includes the signed declaration and the undertaking to pay the premium, is the basis of the contract and forms part of the policy. The policy contains details of the insurance cover You have bought, what is excluded from the cover and the conditions of this insurance.

Contract of Insurance

The policy is evidence of a contract of insurance. The policy will only become effective when We have received payment in full and received and accepted Your Proposal/Policy Schedule.

The Proposal/Policy Schedule

This must be kept with the policy booklet and contains Your details, details of the Vehicle and the Period of Insurance. Please check that the information contained in the Proposal/Policy Schedule is correct and that it meets Your requirements. If it does not, please contact the Introducer who arranged this insurance for You or the Administrator.

Eligibility

You are eligible for the policy if at the date of commencement of the Period of Insurance:

- You are the owner of the Vehicle or in respect of contract hire and leasing contracts the authorised driver for the Vehicle.
- You are the insured person and named as the policyholder in the Motor Insurance Policy for the Vehicle.
- Any finance agreement secured on the Vehicle is in Your name and that the original amount financed is less than or equal to the Vehicle purchase price.
- You have notified Us of any Vehicle transfer and Your replacement Vehicle does not exceed the invoice price for the original Vehicle. For information on this banding, please contact the Administrator.

Legal Rights

This insurance is in addition to Your legal rights and is not to be substituted for the supplier's liability if the Vehicle is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

DEFINITIONS

The words below have a specific meaning and will appear throughout this document with a capital letter. For ease of reference these definitions have been placed in alphabetical order.

Administrator means AutoProtect (MBI) Limited, Warwick House, Roydon Road, Harlow, Essex CM19 5DY. Telephone: 01279 456 501.

Claims Office means the office which deals with claims matters arising from the policy and the telephone number detailed in this document.

Date of Loss means the date of the incident to the Vehicle in respect of which a Total Loss is subsequently paid under the Motor Insurance Policy.

Geographical Limits means the area in which the policy is effective and are Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, member countries of the European Community 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 for a maximum of 60 days per year.

Grey Import means a Vehicle that was not built to EU Vehicle type approved standards and/or was not sold as new in the EU by the manufacturer's official concessionaire or agent.

Insured Value means the amount You received under the Motor Insurance Policy in respect of the Vehicle as a result of a Total Loss, or the Market Value of the Vehicle.

Introducer means the party, person or company who has arranged this insurance on Your behalf.

Market Value is based on the retail value 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 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. (Glass's Guide is a motor trade publication recognised and used extensively throughout the motor Vehicle industry to value used vehicles).

Motor Insurance Policy means a 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.

Negative Equity means an amount carried over from a previous finance agreement which is not directly linked to the purchase of the Vehicle insured by the policy.

Period of Insurance means the dates shown in the Proposal/Policy Schedule.

Proposal/Policy Schedule means any signed proposal and declaration together with any additional information You may have supplied to Us in support of Your application for insurance.

Sum Insured means the maximum amount that can be claimed in total during the Period of Insurance as shown in the Proposal/Policy Schedule.

Total Loss / Write Off occurs when the Vehicle is either stolen and not recovered, or is deemed beyond economic or constructive repair under Your Motor Insurance Policy, following material damage or fire.

Vehicle means any Vehicle registered and principally used in the UK, having a maximum purchase price (including manufacturer approved accessories fitted by the dealer up to £1,500) of £75,000 which is the subject of a finance agreement or cash purchase and which is less than 7 years old on the date of purchase of the Vehicle / of the commencement of the finance agreement.

We/Us/Our Acasta European Insurance Company Ltd 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA and are regulated by the Financial Conduct Authority (firm reference no 599391)

You/Your/Yourself the registered keeper of the Vehicle or in respect of contract hire and leasing contracts the authorised driver for the Vehicle.

WHAT IS COVERED

If within the Period of Insurance an incident occurs within the stated Geographical Limits which results in a Total Loss under Your Motor Insurance Policy, this insurance will pay the financial shortfall (whichever the greater) between the amount You receive from the Motor Insurance Policy and:

1. The purchase invoice price of the Vehicle or
2. The outstanding settlement value on Your finance agreement, subject to the original amount financed being less than or equal to the Vehicle purchase price.

This will include;

- Motor Insurance Policy excess up to an amount of £250.
- A contribution of up to £500 including VAT towards car hire.

Only one claim can be made under the policy during the Period of Insurance.

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 the policy to Your replacement Vehicle free of charge, but subject to the conditions and eligibility criteria laid out in this document.

You may then subsequently, at any time, transfer any remaining Period of Insurance on the policy due to a further change of Vehicle, on payment of an administration fee and subject to the replacement Vehicle purchase price not exceeding the current price banding of the original Vehicle and meeting all other conditions and eligibility criteria laid out in this document.

POLICY LIMITS

Sum Insured

The amount stated in Your Proposal/Policy Schedule.

WHAT IS NOT COVERED

1. Vehicles:
 - 1.1. which have been modified in any way from the manufacturer's specification;
 - 1.2. which are owned 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;
 - 1.3. used for hire or reward, taxis, racing, pace making, speed testing, reliability trials, rallying, or vehicles used for any other competitive event;
 - 1.4. over 3500kg gross weight;
 - 1.5. of the following makes are excluded: Aston Martin, Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NXS models, Lamborghini, Lancia Thema, Lotus, Maserati, Maybach, Mitsubishi 3000GT, Marcos, Noble, Rolls Royce, TVR and Vans above 3500kgs GVM. 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 GVM, emergency vehicles, taxis, driving school vehicles, buses, scooters, motorcycles, invalid carriers or Vehicles which have been modified other than in accordance with the manufacturers specifications and any make of Vehicle not built for principle sale in the UK.
2. Any Total Loss:
 - 2.1. where the Total Loss occurred before the inception of this insurance;
 - 2.2. 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. Any liability directly or indirectly caused by or contributed to by or arising from: 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;
 - 2.3. or damage or liability occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;
 - 2.4. or damage, liability or bodily injury arising directly or indirectly from pollution or contamination;
 - 2.5. or damage, cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through 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. However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.

3. VAT where You are VAT registered.
4. Any costs incurred in excess or outside the liability under this insurance including any form of consequential loss.
5. If the Vehicle is stolen by any person having access to the keys of the Vehicle unless taken by force or violence.
6. Any Total Loss which is not subject of an indemnity settlement under the accidental damage, fire or theft sections of a Motor Insurance Policy.
7. Any Total Loss by 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.
8. Additional costs within the lease/finance settlement for anything other than the purchase of the Vehicle. This includes but is not limited to; motor insurance, warranty, payment protection recovery, administration charges, option to purchase charges, late payment charges and arrears, early settlement charges.
9. If any misrepresentation or concealment is made by or on Your behalf in support of obtaining the policy or any claim on the policy.
10. Any loss for additional purchases at the time of purchase of the Vehicle including but not limited to; road fund licence, administration charges, insurance premiums including the policy, optional extras - car mats, CD players etc, as these will be taken into account in the Insured Value.
11. Where there is Negative Equity included within the lease / finance value, any Negative Equity will be deducted from the settlement figure.
12. Where You have failed to notify us of the transfer or where the Vehicle transfer has been rejected.
13. 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 e.g. insurance and warranty premium and fees.

GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of the policy. If You do not comply with them We may at Our option cancel the policy or refuse to deal with Your claim or reduce the amount of any claim payment.

1. **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.
2. **Fraud**
You must not act in a fraudulent manner. If You, or anyone acting for You, make a claim under the 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:
 - We shall not pay the claim;

- We shall not pay any other claim which has been made or will be made under the policy;
 - We may at Our option declare the policy void;
 - We shall be entitled to recover from You the amount of any claim already paid under the policy;
 - We shall not make any return of premium; and
 - We may inform the police of the circumstances.
3. **Duty of Disclosure**
The policy has been issued based upon information, which You have given to Us about Yourself, and the 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 any Vehicle modification. Failure to do so may invalidate Your cover under the policy. We will then advise You of any changes in terms.
 4. **The Law Applicable to the policy**
Your policy will be governed by the law of England and Wales.

CLAIMS CONDITIONS

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 option cancel the policy or refuse to deal with Your claim, or reduce the amount of the claims payment.

1. **Making a Claim**
All claims MUST be made within thirty days of the Total Loss occurring. The claim notification telephone number is 01279 456 501.
2. **Protect the Damaged Vehicle**
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.
3. **Malicious Damage and Theft**
In the case of malicious damage or theft, You must report the incident to the Police and advise Us of Your valid crime reference number.
4. **Claims Procedure**
A detailed claims procedure is given in the policy. You must follow this procedure, failure to do so may result in non-payment of Your claim.
5. **Salvage**
We accept no liability for the responsible disposal of the Vehicle or its salvage in any event.
6. **Use of Engineers**
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.
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 claim.
8. **Offer of Settlement**
If You accept an offer of settlement in respect of a Total Loss claim from Your Motor Insurance Policy without gaining acceptance from the Administrator We will settle Your claim using the Market Value.
9. **Policy Transfer**
The policy only applies to You and is not transferable to any other person or business.
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 the policy to Your replacement Vehicle free of charge, but subject to the conditions and eligibility criteria laid out in this document.
You may then subsequently transfer, at any time, any remaining Period of Insurance on the policy due to a further change of Vehicle, on payment of an

administration fee and subject to the replacement Vehicle purchase price not exceeding the current price banding of the original Vehicle and meeting all other conditions and eligibility criteria laid out in this document.

If You wish to transfer the policy to a replacement Vehicle You must contact the Administrator within 7 days of the replacement Vehicle purchase with the following information:

- Details of the supplying dealer of the replacement Vehicle;
- a copy of the dealer sales invoice;
- a copy of Your comprehensive Motor Insurance Policy;
- a copy of Your original GAP/RTI policy documentation;
- A cover note detailing Your request to transfer the policy along with any information that needs to be taken into consideration such as personalised number plates.

Please note that any transfer is invalid unless the replacement Vehicle is purchased from a motor dealer.

The claim limit on any policy transfer will be the claim limit on the original Vehicle.

An administration fee of £35 applies, made payable to AutoProtect (MBI) Ltd and is subject to approval by Us. If you have submitted any claims against Your policy You will not be able to request a transfer.

HOW TO MAKE A CLAIM

If Total Loss occurs please help the Claims Office by reporting Your claim according to the following procedure.

1. **Contact the Claims Office prior to accepting an offer of settlement from Your Motor Insurer.** The claim notification telephone number is 01279 456 501.
2. For Claims Authorisation, You must:
 - provide Your policy number and Vehicle details;
 - Advise the cause of Total Loss; and
 - Provide an itemised repair/replacement cost estimate and a fully completed claim form.
3. No benefit shall become payable under the policy until We have received proof to Our satisfaction of:
 - Payment of the appropriate premium in respect of the policy;
 - The payment of the claim for Total Loss under the Motor Insurance Policy;
 - Evidence of the Total Loss and the Insured Value as at the Date of Loss;
 - Your policy number and Vehicle details;
 - Cause of Total Loss;
 - A valid crime reference number in the case of malicious damage or theft;
 - Your contact and payment details for reimbursement;
 - Details of the outstanding lease/finance Arrangement including the outstanding balance, remaining term, interest charges etc;
 - Your original invoice detailing original purchase price etc; and
 - Any other evidence which may be reasonably required by Us.
4. The policy will be terminated in the event of any of the following:
 - The policy reaches natural expiry.
 - The Vehicle is no longer in Your possession and You do not notify us of a transfer.
 - You submit a valid claim against the policy.
 - Payment for the policy is not made in full.
 - You choose to cancel the policy.

CANCELLATION

You have the right to cancel the policy at any time. If the policy is cancelled within the first 30 days, You will be entitled to a full refund providing no claims have been submitted.

If You wish to cancel Your policy after 30 days and You do not wish to transfer the policy 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 is paid for each full month left to run. An administration fee of £35 will be applied if You decide to cancel Your policy which reflects the administrative cost of arranging and cancelling the policy.

Should you wish to cancel your policy you will be required to submit the request and make the payment via the AutoProtect claims app or online.

- Download the AutoProtect app by searching your app store with the words AutoProtect Claims; or text the word APAPP to 88802. You will then receive a download link via SMS. Messages are charged at your standard message rate.

- Or visit www.apapp.co.uk.

If the policy is not paid in full, You will only be refunded an equivalent amount and not the full cost of the policy, which will be pro-rata and will be calculated monthly and is paid for each full month left to run.

If You have submitted any claims against Your policy You will not be able to request a refund. If You have transferred Your policy to a replacement Vehicle, You will only be entitled to a refund of the original cost which does not include any administration fee paid for the transfer.

POLICY ENQUIRY PROCEDURE

If You have an enquiry or wish to notify us of a change of address for instance, please contact the Administrator:

AutoProtect (MBI) Limited
Warwick House
Roydon Road
Harlow, Essex, CM19 5DY
Tel: 01279 456 501
Fax: 01279 456 510
Email: info@autoprotect.net

COMPLAINTS PROCEDURE

We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens We want to hear about it so that We can try to put things right. It is important You know that We are committed to providing You with an exceptional level of service and customer care.

If Your complaint is about the way a Policy was sold to You

If at any time You have any query or complaint regarding the way the Policy was sold, You should contact the Dealer who sold the Policy to You.

If Your complaint is about a Claim or the Administration of the Policy

If You should have a query or complaint regarding a Claim or the administration of the Policy, You should address Your complaint to: The Managing Director, AutoProtect (MBI) Limited Warwick House, Roydon Road, Harlow, Essex CM19 5DY. Tel. No. 01279 456 500.

We will contact You within five days of receiving Your complaint to inform You of what action We are taking. We will try to resolve the problem and give You an answer within four weeks. If it will take Us longer than four weeks, We will tell You when You can expect an answer. If We have not given You an answer in eight weeks or You have received Your final response from Us and You are still not satisfied, You can contact the Financial Ombudsman Service: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. By telephone on 0845 080 1800 or 0300 123 9 123 or by email complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right You have to take action against Us.

You can check the above details on the Financial Conduct Authority Register by visiting the FCA website:

www.fca.org.uk/register or by contacting the FCA on 0845 606 1234.

COMPENSATION SCHEME

Acasta European Insurance Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot meet Our 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 of the FSCS. The FSCS can be visited on the web at www.fscs.org or by contacting the FSCS on 020 7892 7300.

DATA PROTECTION

We are the Data Controller for the data You provide to Us. We need to use Your data in order to arrange Your insurance and associated products.

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 the Insurer in relation to Your insurance cover. It may be used by Our relevant staff in making a decision concerning Your insurance and for the purpose of servicing Your cover and administering claims.

Information may be passed to 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 and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance claims, for You and members of Your household
- b. Trace debtors, recover debt, prevent fraud, and manage Your insurance policies
- c. Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

We process all data in the UK but where We need to disclose data to parties outside the European Economic Area (EEA) 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, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

GAP Helpline 01279 456 501

Calls may be recorded for training and monitoring purposes.

The policy is provided by:
Acasta European Insurance Company Ltd
5/5 Crutchett's Ramp
Gibraltar
GX11 1AA

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 599391.

You can check the above details on the Financial Conduct Authority Register by visiting the FCA website: www.fca.org.uk/register or by contacting the FCA on 0845 606 1234