



## **Policy of Insurance Combined Guaranteed Asset Protection (GAP) / Return to Invoice (RTI) Insurance / Replacement Vehicle Insurance (RVI)**

This policy is a contract between You and the Insurer, Acasta European Insurance Company Limited, PO Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar (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 Acasta European Insurance Company Limited on request.

This policy is evidence of a contract of insurance and will only become effective when We have received payment in full.

This policy is in addition to Your legal rights and is not to be substituted for the supplier's liability if the Insured 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**

Each of the words or phrases listed below will have the same meaning wherever they appear in this policy.

Administrator	Acasta Europe Limited which is based at Anglia House, Carrs Road, Cheadle, Cheshire, SK8 2LA - Telephone - 0345 040 5975 (local rate) for Claims and 0800 668 1350 for all other queries.
Date of Loss	means the date of the incident to the Insured Vehicle in respect of which a claim for Total Loss is subsequently paid under Your Motor Insurance Policy.
Finance Agreement	means the agreement between You and the Finance Company for the purchase of the Insured Vehicle which includes Hire Purchase, Contract Hire, Personal Contract Hire, Contract Purchase, Personal Contract Purchase or Finance Lease.
Finance Company	means any Finance Company or any other lender with whom You have agreed a loan and signed a credit agreement for the finance of Your Insured Vehicle.
Finance Settlement	means the amount required by the Lender to settle their interest in Your Insured Vehicle, taking into account early settlement rebates but excluding late payment charges or arrears.
Grey Import	means any vehicle not officially imported or distributed by the relevant manufacturer.
Glass's Guide	means Glass's Guide which is a motor trade publication recognised and used extensively throughout the vehicle industry to value used vehicles.
Insured Person	means the person named on the Policy Schedule.
Insured Value	means the amount You received under Your Motor Insurance Policy in respect of the Insured Vehicle as a result of a Total Loss, or the Market Value of the Insured Vehicle by reference to the Glass's Guide retail Value at the Date of Loss (whichever is the greater).



Insured Vehicle	means the vehicle specified in the Policy Schedule being a vehicle not exceeding 3.5t registered and principally used in the United Kingdom and having a maximum Purchase Price (including factory fitted accessories but not dealer fitted accessories up to £1,500) of £60,000 which is the subject of a Finance Agreement or cash purchase and which is less than 10 years old on the date of purchase of the vehicle/commencement of the Finance Agreement.
Market Value	means the value for a Vehicle of the same make, model, trim level, recorded mileage and overall condition which is based on that listed in Glass's Guide (adjusted for mileage and factory fitted accessories); if the specification is not available in the Glass's Guide, or if We believe that that the condition of the Insured Vehicle is such that it would affect the Glass's Guide value, then We reserve the right to instruct an independent valuation to be undertaken on the Insured Vehicle. No value allowance will be given for non-standard fittings other than a reduction if We believe that any non-standard fittings are considered to have a detrimental effect on the retail prospects and/or value of the Insured Vehicle.
Motor Insurance Policy	means a Fully Comprehensive policy of motor insurance issued by an authorised UK motor insurer which insures against damage, fire and theft to the Insured Vehicle which is maintained throughout the Period of Insurance.
Period of Insurance	means the period as shown in Your Policy Schedule from the start date to the end date.
Policy Schedule	means the document accompanying this Policy which confirms the Period of Insurance, Cover and Policy type, Insured Vehicle model and make which You have applied for and which We have accepted.
Purchase Date	means the date on which You purchased Your Insured Vehicle.
Purchase Price	means the sale price of Your Insured Vehicle excluding any additional options (e.g. any factory fitted options) unless they have been included in the Vehicles' manufacturer's original specification. The Purchase Price shall not exceed 110% of the retail value as shown in Glass's Guide (adjusted for mileage and factory fitted accessories) at time of sale. When assessing a claim under this Policy additional options include but are not limited to; Road Fund Licence, insurance premiums including this Policy and dealer fitted accessories totalling more than £1,500.
Replacement Vehicle	means the cost of a Replacement Vehicle matching the same make, model, age, mileage and specification as the Insured Vehicle when You purchased it, or an equivalent vehicle in the event that this make and model is no longer available.
Territorial Limits	means Great Britain, Northern Ireland and member countries of the European Community.
Total Loss / Write Off	means where the Insured Vehicle being the subject of accidental damage or fire is deemed to be beyond economic or constructive repair, or where the Insured Vehicle is stolen and not recovered, resulting in a claim being paid as full and final settlement under the Motor Insurance Policy.
We / Us / Our / Insurer	Acasta European Insurance Company Limited



You / Your

means the person named in the Policy Schedule who must be the registered keeper of the Insured Vehicle in respect of contract hire, contract purchase or any leasing contract and the authorised user of the Insured Vehicle and (if applicable) who is named in the Finance Agreement.

## THE COVER

(a) If an incident involving the Insured Vehicle occurs both within the Period of Insurance and within the Territorial Limits which results in Total Loss under Your Motor Insurance Policy, this insurance will pay any financial shortfall (whichever the greater) that exists between the amount that You receive from the Motor Insurance Policy at the point of Total Loss and;

- I. The purchase invoice price of the Insured Vehicle; or
- II. The cost of a Replacement Vehicle at matching the original Insured Vehicle make, model, specification, age and mileage at the time of purchasing the Insured Vehicle, or an equivalent vehicle if this make and model is no longer available.
- III. The outstanding Finance Settlement amount on Your Finance Agreement, subject to the original amount financed being less than or equal to the Purchase Price of the Insured Vehicle.

The above will include any Motor Insurance Policy excess up to £250.00 and the deposit paid on the insured vehicle.

(b) If the Insured Vehicle is written off by Your motor insurer within the first 12 months of cover and You are provided with a replacement Insured Vehicle on a 'new for old' basis You will be able to transfer, at no extra charge, any remaining duration of this policy to Your new replacement Insured Vehicle subject to the terms, conditions and eligibility criteria within this policy.

(c) Furthermore, You may also at any time transfer any remaining duration of Your policy due to any further change of Insured Vehicle, upon payment of an administration fee of £35.00 provided that any replacement Insured Vehicle does not exceed the current price banding of the original Insured Vehicle subject to the terms, conditions and eligibility criteria within this policy.

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

## ELIGIBILITY CRITERIA

You are eligible to be provided with cover under this policy if at the date of commencement of the Period of Insurance:

- I. You are the registered keeper and owner of the Insured Vehicle or if the Insured Vehicle is the subject of a leasing or contract hire contract You are the authorised driver for the Insured Vehicle;
- II. You have purchased this policy within 6 months of the Purchase Date of the Insured Vehicle if the purchase of the Insured Vehicle was through a VAT registered dealership and within 1 month of the Purchase Date of the Insured Vehicle if the purchase of the Insured Vehicle was a private transaction.
- III. The vehicle was less than 10 years old and has a valuation / Purchase Price of less than £60,000.00 at the time of purchase.
- IV. The Insured Vehicle is covered under a Motor Insurance Policy for the duration of this policy;
- V. Your name is on any Finance Agreement secured on the Insured Vehicle;
- VI. The original amount financed through any Finance Agreement is less than or equal to the Insured Vehicle Purchase Price;

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- VII. You have notified Us of any Insured Vehicle transfer;
- VIII. Any replacement Insured Vehicle does not exceed the invoice price for the original quotation.

### **CONDITIONS FOR MAKING A CLAIM**

We reserve the right to cancel this policy, refuse to deal with Your claim, or reduce the amount of a claims payment if You fail to comply with the claims conditions set out below:

- I. All claims must be made as soon as possible but in any event within 30 days of the Date of Loss.
- II. In the event of any damage occurring to the Insured Vehicle You must ensure that You take all reasonable steps necessary to safeguard the Insured Vehicle and minimize the potential loss.
- III. You must report the incident to the police in the case of theft or malicious damage and advise Us of Your crime reference number.
- IV. We accept no responsibility for the responsible disposal or salvage of the Insured Vehicle in any event.
- V. Before We authorise any claim and make a decision on liability We reserve the right to instruct an independent engineer to inspect the Insured Vehicle and submit their findings in a report to Us. Where We decide to exercise this right We shall have no liability to You for any loss arising from any possible delay.
- VI. If You accept an offer of payment from Your Motor Insurance Policy in respect of a Total Loss Claim without having first gained acceptance from Us We will settle Your claim using Market Value.
- VII. If You wish to transfer this policy to a replacement Insured Vehicle as detailed under 'The Cover' (b) and (c) You must contact Us within 7 days of purchasing the replacement Insured Vehicle and provide them with the following information:
  - a. Details of the supplier who is providing the replacement Insured Vehicle;
  - b. A copy of the sales invoice from the dealer. If the vehicle was purchased on a private transaction, We require an invoice / receipt of this transaction. We reserve the right to request further information to validate the sale if necessary;
  - c. A copy of Your Motor Insurance Policy;
  - d. A copy of Your original GAP/RTI/RVI insurance policy;
  - e. A cover note detailing Your request to transfer this policy along with any information that We need to take into consideration (e.g. personalised number plates);
  - f. The claim limit on the original Insured Vehicle will apply to any policy transfers.
- VIII. All policy transfers will incur an administration fee of £35 and will be subject to approval by Us.
- IX. No transfer requests will be approved where a claim has been submitted again this policy.

### **GENERAL CONDITIONS**

#### **1. Your responsibilities**

- a. All Insured Persons must:
  - I. Observe the terms, conditions and exclusions of this insurance and Your Motor Insurance
  - II. Take all reasonable steps to try to prevent any incident that may give rise to a claim
  - III. Maintain all property and take all reasonable steps to minimise the amount payable under this Insurance
  - IV. Report any claim caused by any criminal action to the Police within 24 hours
- b. Insured Persons will be entitled to cover under this insurance only if the circumstances, which You have

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confirmed to exist in Your application, remain applicable. If during the Period of Insurance these circumstances change, You must immediately notify Us. In such event the Insurer reserves the right:

- I. to charge an additional premium to continue cover; or
- II. to cancel this insurance.

## 2. Fraudulent Claims or Statements

If any claim or statement made by any Insured Person is in any respect overstated, false or fraudulent, We will have the right to refuse any claim on this policy or to avoid this insurance in its entirety.

## 3. Reporting a claim

You must notify the Administrator as soon as possible, but within 30 days of the Date of Loss. The claims notification number is 0345 040 5975.

## 4. Recoveries

The Insurer reserves the right to take legal proceedings in Your name, at their own expense and for their own benefit, to recover any costs or damages they have made under this insurance to anyone else. If any Insured Person recovers any costs or damages previously paid under this insurance from any other party, such costs or damages must be immediately repaid to Us.

## 5. Arbitration

Any dispute or difference of any kind between the Insurer and an Insured Person will be referred to arbitration by a single arbitrator. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs. Please refer to Our complaints procedure.

## 6. Assignment

This insurance is between and binding upon the Insurer and You and their/Your respective successors in title, but this insurance may not otherwise be assigned by You without the Insurer's prior written consent.

## 7. Waiver

If the Insurer or any Insured Person fails to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any

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subsequent time.

#### 8. Governing law

This insurance is governed by English law.

#### 9. Third party rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

#### 10. Cancellation Rights

You have the right to cancel this Insurance without liability for the premium within 30 days of the date upon which You receive the Certificate of Insurance provided You have not made a claim. Written notice of cancellation must be given to the insurance broker or agent at the address at which they conducted business with You or to the Insurer in writing. If written notice of cancellation is not given within the 30 day period then You will be responsible for payment of the premium. If You give due notice of cancellation, cover under this insurance will cease from the date of delivery or posting of the notice of cancellation.

We will cancel this insurance if in Our opinion You have at any time:

given Us false or incomplete information

1. agreed to help anyone try to take money from Us dishonestly, or
2. failed to meet the terms and conditions of this insurance or
3. failed to act honestly towards Us.

We can cancel this insurance at any time by giving You at least 14 days' written notice at Your last known address.

You can cancel this insurance at any time.

#### 11. Financial Services Compensation Scheme

The Insurer is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the Insurer is unable to meet their obligations under this insurance, an Insured Person may be entitled to compensation from the Compensation Scheme.



## 12. Data Protection

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. We will check Your details with fraud prevention agencies. 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.

This may involve the transfer of Your information to countries which do not have Data Protection laws.

Under Data Protection legislation, You can ask Us in writing for a copy of certain personal records held about You. A charge will be made for this service.

We may use Your details to:

- a. Send You information about other products and services that may interest You.
- b. Carry out research.

We may contact You by letter, e-mail or phone. If You would prefer not to receive marketing information or take part in research, simply tell Us when You call next.

We will not make Your personal details available to any companies to use for their own marketing purposes.

## **SPECIFIC EXCLUSIONS**

The following exclusions apply to this policy:

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- I. Insured Vehicles which have been modified in any way from the manufacturer's specification.
- II. Where this Policy has been bought 6 months or later following the Purchase Date of the Insured Vehicle if purchased through a VAT registered dealership or 1 month or later following the Purchase Date of the Insured Vehicle if purchased through a private transaction.
- III. Any Insured Vehicle which is owned temporarily or otherwise as a result of a trade-in or acquisition for the purposes of resale, by a business formed for the purposes of selling or servicing motor vehicles.
- IV. Any Insured Vehicle which is used for competition, racing, pace making, hire or reward, off road use.
- V. Any excess deducted on Your Motor Insurance Policy above £250.
- VI. Any theft or malicious damage claim which is not accompanied by a valid and substantiated crime reference number.
- VII. VAT where You are VAT registered.
- VIII. Any costs incurred in excess or outside the liability under this insurance including any form of consequential loss.
- IX. Any Total Loss which is not subject to an indemnity under the accidental damage, fire or theft sections of a Motor Insurance Policy.
- X. Any Total Loss which occurred before the inception of this policy.
- XI. Any Total Loss where the driver of the Insured 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.
- XII. Additional costs within the Finance Settlement of the Finance Agreement for anything other than the purchase of Your Insured Vehicle. This includes but is not limited to administration charges, option to purchase charges, late payment charges and arrears, early settlement charges etc and interest charged thereon.
- XIII. Our liability in the event of any misrepresentation made by You or on Your behalf in support of obtaining the Policy or any claim on Your Policy.
- XIV. Unless included in the Insured Vehicle manufacturer's original specification (i.e. any option fitted at the factory), any additional options are excluded from cover and will not form part of the Purchase Price of the Insured Vehicle, as confirmed in the invoice of sale, when assessing a claim under this Policy. Additional options include but are not limited to; Road Fund Licence, insurance premiums, including this Policy, or dealer fitted accessories which total more than £1500.
- XV. Any finance carried across on to Your Insured Vehicle from previous finance arrangements.
- XVI. Any maintenance element of monthly payment in respect of Your Finance Agreement, including additional services offered such as replacement vehicle, fleet administration, roadside assistance, car telephones and fuel management.
- XVII. Any amount of the Purchase Price You paid for the Insured Vehicle by which it exceeds 110% of the Glass's Guide Retail valuation (adjusted for mileage and factory fitted accessories) at the time of purchase.
- XVIII. Total Loss occurring outside Great Britain, Northern Ireland, Isle of Man, Channel Islands, Member Countries of the European Community, and any other country for which an international motor insurance Green Card in respect of the Insured Vehicle is effective at Date of Loss.
- XIX. If the Insured Vehicle is stolen unless all reasonable precautions to protect the Insured Vehicle have been taken and when the Insured Vehicle is left unattended all security devices and immobilisers are activated, doors locked, windows closed, in the case of cabriolets the roof closed, and all keys removed from the Insured Vehicle.
- XX. The following Vehicles; kit cars, Grey Imports, left hand drive,, Aston Martin, Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NXS, Lamborghini, Lancia Thema, Lotus, Maserati, Maybach, Mitsubishi 3000GT, Marcos, Noble, Rolls Royce, TVR and vans above 3.5t.
- XXI. Any Insured Vehicle not mentioned in the Glass's Guide, commercial vehicles over 3.5t, emergency vehicles, taxis, driving school vehicles, buses, scooters, motorcycles, invalid carriers or any vehicle which has been

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modified, other than in accordance with manufacturer's specifications, and any vehicle not built for principle sale in the UK.

XXII. If You decline an offer of a replacement Insured Vehicle under the terms of Your Motor Insurance Policy then We will settle Your claim based on the value of the replacement Insured Vehicle and not the settlement figure offered under Your Motor Insurance Policy.

XXIII. Any Insured Vehicle over 3.5t.

## **GENERAL EXCLUSIONS**

This insurance does not cover any claim as defined by sections 1 to 11 below:

### **1. War Risks**

Emergency repairs arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition or damage to property by or under the authority of any government, public or local authority.

### **2. Radioactive Contamination and Pressure Waves**

Claims arising from any expense, loss of any income, legal liability or any loss or damage, to property directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:

- I. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- II. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- III. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

### **3. Deliberate acts**

Cause of action intentionally brought about by an Insured Person whether during the Period of Insurance or not.

### **4. Dishonesty, Violence or Criminal Acts**

Claim relating to an Insured Person's:

- I. i. Actual or alleged dishonesty; or
- II. ii. Actual or alleged violent or threatening behaviour or other criminal act.

### **5. Late Reporting of Claims**

Any claim reported to Us more than 30 days after the Date of Loss.

### **6. Other insurances**

Any claim where the Insured Person would be entitled to indemnity under another insurance policy and whether cover is in force or not.

### **7. Failure to Comply**

Where any Insured Person fails to comply with the instructions of the insurer of the Motor Insurance or Our instructions.

### **8. Pre-existing events**

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Any claim arising from any circumstances which any Insured Person was aware of or should have been aware of at the inception of the policy.

#### 9. Other Contributions

Pertaining to any other deduction or contribution required by the insurer of the Motor Insurance.

### **COMPLAINTS PROCEDURE**

We will always try to give You a quality service. If You think We have let You down, please write to Us. To enable Us to deal with any concerns swiftly, We have made arrangements for these to be dealt with in the UK by Our intermediary Acasta Europe Limited which is authorised and regulated in the UK by the Financial Conduct Authority

Website: [www.acastaeurope.co.uk](http://www.acastaeurope.co.uk). Please write to:

Acasta Europe Limited  
Anglia House  
Carrs Road  
Cheadle  
Cheshire  
SK8 2LA

Or You can either email Us at [info@acastaeurope.co.uk](mailto:info@acastaeurope.co.uk) or phone Us on 0800 668 1350. Details of the Acasta Europe Limited Complaints Handling process will be sent to You on request

If You are still not satisfied, You can contact the Insurance Division of the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

You can also contact the Financial Ombudsman Service on 0800 023 4567. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

(Using this service does not affect Your right to take legal action.)

### **HOW TO MAKE A CLAIM**

All claims will be handled by Acasta Europe Limited who act as Our Intermediary in the UK and who is authorised and regulated by the FCA.

If an Insured Person wishes to discuss any situation that may lead to a claim, please ring the Administrator's dedicated helpline 0345 040 5975 quoting Your policy number.

Alternatively You can email the Administrator at [claims@acastaeurope.co.uk](mailto:claims@acastaeurope.co.uk) or write to them at:

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Cheadle  
Cheshire  
SK8 2LA

Always call the Administrator on the contact details listed above before accepting any offer from Your Motor Insurer. If You do accept an offer before contacting Us any claim settlement made to You could be changed to reflect the true value of Your vehicle at the time of the Total Loss.

For Claims Authorisation, You must:

1. Provide Your Policy number and Insured Vehicle details.
2. Advise the cause of Total Loss.
3. Provide an itemized repair/replacement cost estimate and a fully completed claim form.

Settlement:

No benefit shall become payable under this 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 Insured 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 any outstanding lease/finance arrangement including the outstanding balance, remaining term, interest charges
- Your original invoice detailing Purchase Price of the Insured Vehicle
- Any other evidence which may be reasonably required by Us