

Policy Document

Welcome

Thank You for choosing Us for Your GAP insurance.

This document contains the full policy terms and conditions which should be read along with the Schedule issued to You by the Seller. We have tried to make this policy wording clear and easy to understand, using plain English wherever possible. However, if You do have any questions, please call Our Customer Services team on 03301231134 09.00-17.00 Monday-Friday or email Customer.services@businessanddomestic.co.uk, who will be happy to help.

If You have any questions regarding the sale of this Insurance, please contact the Seller through whom this Insurance was provided.

Administration of this Insurance

This policy is a contract between You and the Insurer, 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 Their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company Limited on request.

The Insurer will indemnify the Policyholder subject to the terms, conditions, clauses and exclusions of this policy during the Period of Insurance within the Geographical Limits.

This Insurance is administered and claims are handled on behalf of the Insurer by Business and Direct Insurance Services.

Business and Direct Insurance Services is a trading style of Blink Innovation (UK) Limited, who act as an insurance intermediary on behalf of the Insurer. Blink Innovation (UK) Limited is authorised and regulated by the Financial Conduct Authority (FCA), Financial Services Reference Number 790304. Registered Office; 6 East Parade, Leeds, LS1 2AD. Registered in England and Wales, Company No. 10257192.

For details of authorised firms visit the FCA website on www.fca.org.uk or by contacting the FCA consumer helpline on 0800 111 6768 08.30-18.30 Monday-Friday.

The Insurer is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if They cannot meet Their obligations to You. This depends on the type of business and circumstances of the claim. Insurance arranging and administration is covered for 90% of the claim with no upper limit. You can learn more about this scheme at www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100.

Demands and Needs

This policy will suit the demands and needs of a customer that owns a motor Vehicle and in the event of a Total Loss, wishes to insure against a financial shortfall between the Market Value of the Vehicle at the write off date and the vehicle Purchase Price.

What is Covered

Subject to the terms and conditions as described in this document and subject to the correct premium having been paid, in the event of Your vehicle being declared a Total Loss, this Insurance will pay either:

- (1) The difference between the Market Value of Your Vehicle at the point of Total Loss and the vehicle Purchase Price.
or;
- (2) Where the Vehicle was purchased under a finance agreement and the Outstanding Finance Balance at the Point of Total Loss is greater than the Purchase Price, this Insurance will pay the difference between the Market Value of Your Vehicle at the Point of Total Loss and the Outstanding Finance Balance.

The maximum amount payable under this insurance will be limited to the claim limit detailed in the Schedule.

What is not covered

This Insurance will not cover

1. Any claim where the Total Loss is not subject to an indemnity under the accidental damage, fire or theft sections of Your motor insurance policy.
2. Any claim where You have the option to receive a replacement vehicle under the terms of Your motor insurance policy in respect of the Total Loss of Your Vehicle. (The balance of this cover can be transferred to the replacement vehicle on request).
3. Any claim where the loss is covered by any other insurance or warranty.
4. Any claim where the Total Loss arises as a consequence of war, riot civil commotion or terrorism.

Telephone calls may be monitored and recorded for quality assurance and compliance. You may contact Us using Text Relay. Information is also available in large print, braille and audio on request. Please call for details.

5. Any claim where the Total Loss is caused by an accident when the driver of Your Vehicle is under the influence of alcohol or drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered practitioner in respect of which a warning against driving is given.
6. Any compensation for loss of use of Your Vehicle or any resultant loss of any kind.
7. Any claim where the Total Loss occurs outside the Geographical Area.
8. Any claim which is the subject of fraud or dishonesty.
9. Theft committed by any person who has authorised access to keys of Your Vehicle.
10. VAT if You are VAT registered.
11. Any deductions made by the motor insurer for pre existing damage, vehicle condition or lack of servicing / MOT.
12. Negative Equity or the cost of fuel and reclaimable road fund licence fees.

Terms used in this Insurance

What the terms mean

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy document and will appear with an initial capital letter.

1. **Application** means any written or verbal declaration together with any additional information You may have supplied to Us in support of Your Application for this Insurance.
2. **Geographical Area** means England, Wales, Northern Ireland and Scotland. Cover also applies to member countries of the European Community, the Isle of Man, Channel Islands and any other country for which an International Motor Insurance Certificate ('Green Card') is effective on Your Vehicle at the Point of Total Loss, for up to 60 days in any one trip.
3. **Glass's Guide / CAP Values** means the car values guide published monthly by Glass's Information Services Limited and CAP Motor Research Limited, used by the insurance industry in assessing vehicle values.
4. **Insurance** means Your Application, this Insurance policy, the Schedule and any requirements issued by Us or the Insurer.
5. **Insurer / They / Their** means Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA.
6. **Market Value** means the Market Value based on the Glass's Guide retail value or the CAP retail value, for replacing the Insured Vehicle with one of the same make, model, trim level and recorded mileage, applicable at the Date of Purchase or at the Point of Total Loss. 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. We reserve the right to have an independent valuation undertaken should the specification not be available within Glass's Guide or CAP Value listings or it is suspected that the condition of the Insured Vehicle is such that this would affect the retail value.
7. **Motor Insurer** means the company that issued the certificate of motor insurance relating to the insured Vehicle.
8. **Motor Insurers Settlement Amount** means the Motor Insurers vehicle valuation excluding contents or any compensation for third party claims, personal injury, vehicle rental charges or any other out of pocket expenses.
9. **Negative Equity** means any finance balance carried forward from Your previous vehicle less any part exchange allowance made.
10. **Outstanding Finance** means the amount owing to the finance company at the Point of Total Loss, limited to the Vehicle Purchase Price, less any arrears, rebates or refunds for creditor insurance.
11. **Period of Insurance** means the period this policy runs as stated in the Schedule, except where a claim is made on this policy, in which case this policy will end when that claim is concluded.
12. **Point of Total Loss** means the date and time of the fire, theft or accident that gives rise to Your claim for the Total Loss of the insured Vehicle.
13. **Policy Start Date** means the date on which this Insurance starts as shown in the Schedule.
14. **Purchase Price** means the invoice price of Your Vehicle, including factory fitted accessories and any discount given, this Insurance does not cover the cost of dealer fitted accessories, fuel, road fund license fees, Negative Equity, warranty charges insurance premiums or paint protection applications.
Where a bona fide purchase invoice from a VAT registered garage cannot be provided, the Purchase Price will be based on the purchase price notified to the seller at the point of the policy purchase or Glass's Guide/CAP Retail Valuation applicable at the Policy Start Date/transfer date (whichever is the lower).
15. **Schedule** means the part of this Insurance that contains details of You and Your Vehicle, cover selected, the Period of Insurance and claims limit.
16. **Seller** means the company where You purchased this Insurance.

17. **Total Loss** means that You have claimed under Your Motor Insurance, Your claim has been agreed, Your Vehicle has been forfeited (title of Your Vehicle transferred to the Motor Insurer) and a payment made following the incident that rendered Your Vehicle beyond economic repair.
18. **UK** means the United Kingdom.
19. **Vehicle** means the Vehicle detailed in the schedule of which You are the owner or registered keeper.
20. **We/Us/Our** means Blink Innovation (UK) Limited Plc T/a Business and Domestic Insurance Services.
21. **You/Your/Insured/Policyholder** means the Insurance holder named in the Schedule, being the registered keeper of the Vehicle, person/company named as the account holder in the finance agreement covering the insured Vehicle; and as the person/company named as the policyholder or named driver on the motor insurance policy.

Eligibility

Most vehicles can be covered, other than vehicles that;

- are heavy good vehicles over 3,500kg GVW;
- are used for hire or reward (e.g. taxi, mini cab, courier or driving tuition) unless additional premium has been paid.
- are scooters, trikes or quad bikes;
- are not listed in Glass's Guide or CAP valuation Guides;
- have been previously recorded as an insurance total loss;
- have been modified from the manufacturer's specification (unless agreed by Us);
- are used as an emergency vehicle;
- are used for road-racing, rallying, pace making, speed testing, or any other competitive event.
- have a purchase price in excess of £50,000 that are not fitted with a manufacturer approved tracking device.
- are insured under a Motor Traders Policy.
- are purchased more than 180 days prior to the Start Date of this Insurance.

General conditions

1. Your Vehicle must be insured throughout the period of this Insurance by a motor insurance policy issued in the UK. If You only have third party, fire and theft insurance You can only make a claim on this Insurance for Total Loss due to fire or theft.
2. For this Insurance to become effective, Your Motor Insurer must declare Your Vehicle a Total Loss, make a payment to You in settlement of Your claim, and Your Vehicle be forfeited.
3. You must take all precautions to safeguard the Vehicle against loss or damage. Where the Vehicle is left unattended all security devices or immobilisers must be activated and all keys removed from the Vehicle.
4. In the event of a Total Loss, You must contact Us as soon as possible from the date on which the loss or damage occurred.
5. Failure to pay any premium instalment will result in the immediate suspension of cover and may result in cancellation. In the event of a claim, We will offset any outstanding premium against Your claim settlement.
6. We can take proceedings in Your name at Our expense to recover for the benefit of the insurer the amount of any payment made under this Insurance.
7. The benefits of this Insurance may not be re-assigned or transferred without our express consent.

CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATIONS) ACT 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

- i. Supply accurate and complete answers to all the questions We may ask as part of Your Application for cover under the Policy;
- ii. To make sure that all information supplied as part of Your Application for cover is true and correct;
- iii. Tell Us of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.

INVALID COVER BENEFIT

If any Benefit is paid which is found to have been made as a direct or indirect result of Your fraud, recklessness or negligence then all payments may be forfeited, and We reserve the right to demand that any sum paid by the Insurer is repaid by You and/or take the appropriate legal action against You.

Jurisdiction and law

Unless some other law is agreed in writing, this Insurance is governed by English law. If there is a dispute, it will only be dealt with in the courts of England and Wales or of the country within the United Kingdom in which You reside.

How to make a claim

1. You must notify Us of any possible claim under this Insurance before You accept any settlement offer from Your Motor Insurer, but in any event within 30 days from the Point of Total Loss. Please call Us on 03301230309 or email gapclaims@businessanddomestic.co.uk.
2. We will send You a claim form and provide You with a vehicle valuation on which the Motor insurers Settlement should be based. You must not accept any Settlement offer from Your Motor Insurer until You have obtained Our consent for You to do so. If You accept any Motor Insurers offer without Our agreement, the Insurers liability under this Insurance will be limited the Glass's Guide retail value at the Point of Total Loss.
3. You must fully complete the claim form and return it to Us along with all requested information and supporting documentation.
4. You must supply all information and assistance which the Insurer may reasonably require in establishing the amount of any payment under this Insurance. Details of all information/documentation required will be confirmed at the time when We issue the claims form.

Our claims department is open from 9.00 am to 5.00 pm Monday to Friday. The office is closed on Saturday and Sunday.

Transfer

This Insurance may not be re-assigned without Our prior consent. If You sell Your Vehicle, provided that no claims have been made, You may transfer the remaining cover to the replacement vehicle, subject to Our prior agreement and payment of a £50 administration fee. A new Schedule will be issued confirming the replacement Vehicle details. Where the replacement vehicle is deemed to be of a higher risk an additional premium may be required. Alternatively cover may be transferred to a new private owner. Transfers with motor trade involvement will not be accepted.

If You wish to transfer this Insurance, please contact Our Customer Services team on 03301231134 or email Customer.services@businessanddomestic.co.uk who will be happy to help.

Only one transfer is permitted during the Period of Insurance.

Cancellation

If You decide that for any reason, this Insurance does not meet Your Insurance needs, please notify the Seller within 30 days from the Issue Date and the premium paid will be refunded in full. Any refund will be processed by the Seller.

After 30 days You may cancel this Insurance however, there is no provision for any part return of the premium paid.

Our commitment to good service

We hope You will be completely happy with this Insurance but if something does go wrong, We would like to know about it. We will do Our best to resolve the issue and make sure it doesn't happen again.

If You need to complain

Complaints about the sale of this Insurance

If You have any concerns regarding the sale of this Insurance, please contact the Seller.

Complaints about this insurance

Please contact Our Customer Services team either by telephone on 03301231134, or by e-mail to Customer.services@businessanddomestic.co.uk. Alternatively write to Us at Blink Innovation (UK) Limited T/A Business and Domestic Insurance Services, Holgate Park Dr, York, YO26 4GA

We will acknowledge Your complaint within 5 working days. We will advise You who is dealing with it and when We expect to respond. We aim to respond fully within 8 weeks. However, if We are unable to provide a final response within this period We will write to You before this time and advise why We have not been able to offer a final response and how long We expect Our investigations to take.

If You remain unhappy with Our final response, or We have not managed to provide a final response within 8 weeks of Your complaint, You may be entitled to refer Your complaint to the Financial Ombudsman Service for help and advice.

- Phone: 0800 023 4567 or 0300 123 9123
- Website: www.financial-ombudsman.org.uk
- Email: complaint.info@financial-ombudsman.org.uk
- Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

If You have purchased Your policy Online You can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: www.ec.europa.eu/consumers/odr

Please make sure You always quote Your policy number from the Schedule.

This complaints procedure doesn't affect Your statutory rights.

Data protection

The Insurer is the data controller who determines the purpose and means of processing Your personal data.

Acasta European Insurance Company Limited Data Protection Policy

Acasta European Insurance Company Limited 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. We may 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;

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.