# Welcome

Thank **you** for choosing **us** for **your** GAP insurance.

**We**'re here to provide **you** with peace of mind. This **policy** booklet is **your** guide to everything covered by **your** insurance, what is not covered by **your** insurance and anything **you** need to do, including:

- What's covered and what's not.
- How to submit a claim.
- How to make changes to **your policy.**
- How to get help if **you** need it.

**We**'ve made this booklet easy to understand so **you** can find the information **you** need quickly. If **you** have any questions, please don't hesitate to contact **us**.

## Your policy

**Your policy** is a legally binding contract between **you** and **us**. In exchange for the premium, **we** will provide **you** with the cover shown in **your policy**. **Your policy** is made up of this **policy** booklet and the **schedule**.

**Your policy** is based on the information **you** provided when **you** applied for **your policy**. **You** must take reasonable care when answering any questions **you** have been asked before entering into the **policy** to ensure that such questions were true, complete and accurate. **You** must also let **us** know if any of the information provided before the start of the **policy** changes at any time.

It's important that **you** read and understand the **policy you** have bought. If **you** have any questions, any details are incorrect or if **you** want to change anything, please get in touch with Riviera Insurance Services Limited. If **you** do not, it may affect the validity of the **policy**, whether a claim is covered, or the amount **we** pay in the event of a claim.

## About us

**We** are Acasta European Insurance Company Limited.

**We** are authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority for the conduct of UK business. Details about the extent of **our** regulation by the Financial Conduct Authority (Firm Registration Number (456936) are available from **us** on request.

Acasta Europe Limited assists **us** in providing services associated with this **policy**, such as claims handling. Acasta Europe Limited is authorised and regulated by the Financial Conduct Authority (Firm Registration Number (599391).

Details of Acasta European Insurance Company Limited and Acasta Europe Limited can be found on the Financial Services Register (register.fca.org.uk).

## About Riviera Insurance Services Limited

**Your policy** has been arranged for **you** by Riviera Insurance Services Limited. They are also responsible for administering **your policy**. They do this under a separate contract with **you**. Their fees and charges are set out in that document.

Riviera Insurance Services is authorised and regulated by the Financial Conduct Authority (Firm Registration Number 786116)

## We're here for you.

If **you** need to get in touch, **you** can contact Riviera Insurance Services Limited using the details below.

**General queries and amendments to your policy**
01803 659 113
online@rivierainsurance.co.uk

**Cancellations**
01803 659 113
online@rivierainsurance.co.uk

**Complaints**
01803 659 113
online@rivierainsurance.co.uk

Or **you** can write to Riviera Insurance Services Limited at:

Riviera Insurance Services Limited
234-236 Union Street
Torquay
Devon TQ2 5QS

Please include **your** full name and **your policy** number on any correspondence.

## MAKING A CLAIM

Call **us** on **0345 040 5975** or email **us** at **claims@acastaeurope.co.uk**

Although it's not essential, try to call **us** before accepting any offer from **your car insurance** company. **We** can provide guidance on the value of **your car** to ensure **you** receive a fair payout from **your car** insurer.

**We'll** start working on **your** case as quickly as possible. **We'll** ask **you** for some information about **your** claim. This includes:

- a copy of **your car insurance schedule**.
- **your car** insurer's written confirmation that **your car insurance payout** has been paid and the terms on which the settlement was made.
- the original invoice relating to **your car**.
- a copy of **your** finance agreement, written confirmation from **your car finance company** of the **early settlement amount** and the terms on which it has been calculated; and
- a valid crime reference in the case of malicious damage or theft.

To make sure **your** claim is valid, **we** might ask for additional information. Don't worry, **we'll** only ask for what is absolutely necessary and **we** will always be fair in **our** requests.

If **you** don't provide **us** with the information **we** need, **we** may not be able to process **your** claim.

## What you're covered for

The primary benefit of this **policy** is **your** shortfall cover. **We** recognise that other events can happen during **your insurance period** that can cause difficulties. This product in addition to **your** shortfall cover provides additional benefits to reduce **your** financial liability during the period of cover. **We** will also provide the cover shown below **your car** is **written off** (declared a **total loss**) whilst being used in Europe (but outside of the United Kingdom), provided that **your car insurance** company has issued **you** with a green card confirming that **you** benefit from the same level of cover in Europe as **you** do in the United Kingdom.

**Here's how it works:**

This **policy** offers 2 separate types of cover that form the entire cover provided to **you** under this **policy**. **We** have detailed the benefits below:

- Shortfall Cover
- Excess Cover

**Shortfall Cover:**

If **your car** is **written off** (declared a **total loss**) during **your insurance period**, **we'll** cover the gap between what **your car insurance** pays and the **original purchase price** (**invoice price**) of the car.

Here's how it works:

- **We'll** pay **you** the difference between **your car insurance payout** and the **invoice price**, up to **our maximum limit**.
- OR, if the amount **you** owe to settle **your car** finance early is higher, **we'll** cover that instead (up to **our maximum limit**).
- The minimum amount **we** will pay is £200, regardless of the gap.

**Contribution towards your Excess**:

**We'll** contribute up to £500 towards any excess (or deductible) charged by **your car insurance** company as a result of **your car** being **written off** (declared a **total loss**).

- Even if **you** receive the minimum amount of £200, **we** will still contribute towards any excess (or deductible) charged by **your car insurance** company as a result of **your car** being **written off**.

**We'll** pay **you** directly for the covered amounts shown above.

## What's not covered.

- × Any loss exceeding the **maximum limit** (stated in the **policy schedule**).
- × The salvage value of **your car** if **you** get to keep it.
- × The amount of any reduction in **your car insurance payout** due to **your** own or any driver's fault, **your** or any driver's failure to comply with any of **your car insurance policy** terms and conditions, or due to the car's condition.
- × The amount of any unpaid premiums on **your car insurance** policy.
- × Any VAT charges if **you're** a VAT-registered business.
- × Loss of use of **your car** or any other indirect consequences of the **total loss**.
- × If **your car insurance** claim is denied for any reason or if the **car insurance policy** is declared void and **you** don't get a payout.
- × Costs associated with a new car, like delivery fees, fuel, registration, taxes, plates or warranties.
- × Vehicles purchased through Contract Hire Agreements are not eligible for this product.
- × Any loss caused by or related to:
  - problems with **computers** or **networks** (e.g. hacking, viruses).
  - inability to use **your computer**, **network**, or data.
  - unauthorised access to, processing, or storage of **your** data.
  - **your** inability to access or use **your** data.
  - threats or hoaxes related to the above points; or
  - accidents or mistakes involving **computer**s, **network**s, or data.

## Your responsibilities

This section outlines the conditions that apply to this **policy**. It's essential that **you** follow these conditions. If **you** don't, **we** may be forced to take certain actions, including:

- Cancelling **your policy.**
- Denying or withdrawing from any claim **you** make.
- Reducing the amount **we** pay for a claim.
- Recovering any costs **we** have paid.

By carefully reviewing these conditions, **you'll** gain a clear understanding of **your** responsibilities:

- **Valid Car insurance**
  **You** must have valid **car insurance** for **your car** at the time of the **total loss**.

- **Preventing Loss**
  It's **your** responsibility to take reasonable precautions to prevent accidents, theft, or damage to **your car**.

- **Change of Circumstances**
  If something happens that's different from the information **you** gave **us** when **you** first got this **policy**, **you** must let **us** know.

- **Policy Transfer**
  **You** can't transfer **your** rights or benefits under this **policy** to someone else without **our** written permission. **We** are under obligation to give **our** permission.

- **Premium Payment**
  **You** must pay the premium on time and in full. If **we** can't collect **your** payment by the due date, **we'll** send **you** a notice to give **you** a chance to make the payment. However, **we** reserve the right to cancel **your policy** if the payment isn't received after the deadline in **our** notice. If **you** have already made a claim before the cancellation, **you** will still be responsible for the remaining premium for that year.

- **Honesty**
  **You** must be honest with **us** at all times. **You** must not make false or exaggerated claims.

- **Respect**
  **You** must not use threatening or abusive behaviour or language towards **us**, [ADMINISTRATOR] or **our** employees.

**PLEASE REMEMBER:**
If **you** (or someone acting on **your** behalf) is dishonest or tries to make a false or exaggerated claim, **we** may take serious actions, including:

- Terminating **your policy.**
- Denying **your** claim and any future claims.
- Keeping any premiums, **you've** paid.
- Cancelling other insurance products, **you** have with **us.**
- Sharing information about **your** actions with other organisations to prevent fraud.
- Reporting fraud to the authorities.

## Subrogation

If **we** make a payment under this **policy**, **we** may assume any rights **you** have to recover related amounts from any third party, including but not limited to any other insurers. **You** agree to assist **us** and provide all necessary documents and information, as well as refrain from any action that might impair **our** ability to exercise these rights.

If it is determined that **your car insurance** company underpaid the settlement for **your total loss**, or if they provide any additional payment as compensation (redress) for an underpayment or other issues, **you** must inform **us** immediately. **We** reserve the right to recover from **you** the difference between what was initially paid by **your car insurance** and the corrected or compensatory amount, up to the amount **we** paid under this **policy**. This includes any compensation or redress **you** receive from **your car insurance** company or any other party.

By accepting payment under this **policy**, **you** agree that **we** may take over any rights **you** have against **your car insurance** company or any third party regarding the settlement of **your total loss** claim. **We** may pursue this recovery in **our** own name. Any recovered amounts will first cover **our** expenses and the amount **we** paid under this **policy**, with any excess returned to **you**.

**You** must notify **us** within 30 days if **you** receive any additional payment or compensation from **your car insurance** company or another party related to the **total loss** claim. If **you** fail to notify **us**, **you** may be required to repay any amounts that exceed the correct settlement.

## Changing your car

This section explains how **you** can move **your** insurance coverage to a new car:

**Replacement vehicle from your car insurer**
If **your car insurance** provides a replacement car after a **total loss** (check **your policy** details), **you** can transfer **your** GAP coverage to the replacement car for free. **You** must let **us** know as soon as possible if this happens.

**We** will only cover the GAP on the replacement car if the replacement car is of a similar make, model and value to the car that suffered the **total loss**. **We** will not cover the GAP on any replacement car where such replacement is not of a similar make, model and value.

**Selling your car**
If **you** sell **your** current car, **you** can potentially transfer **your** remaining coverage to a new eligible vehicle, but **you'll** need **our** written approval first. **We** are under obligation to give **our** approval. If **we** do give **our** approval, **we** may apply different **policy** terms and / or charge an additional premium.

**Fees and Conditions**

Where **we** agree to transfer cover under this **policy**, the following fees and conditions apply:

| | |
|---|---|
| **First Transfer** | The first transfer is free. |
| **Additional Transfers** | Any transfers after the first one will incur a Transfer Fee (check the **schedule** for details). |
| **Eligibility** | The new car must meet **our** insurance requirements for coverage to transfer. If it doesn't, the transfer will be rejected, and any fee **you** paid will be refunded. In this case, **you** have the right to cancel **your** remaining coverage. |
| **Timing** | All transfer requests must be made within 30 days of selling **your** old car. |
| **Claims** | **You** can't transfer coverage if **you've** already made a claim or had an incident that might lead to a claim. This doesn't apply to any replacement car provided by **your car insurance** after a **total loss**. |

## Cancelling your policy

If this **policy** doesn't fit **your** needs, **you** can cancel it by contacting Riviera Insurance Services Limited.

**Cancellation within 30 days**
If **you** cancel within 30 days of the **policy start date** or receiving **your policy** documents (whichever is later), **you'll** get a full refund of **your** premium, as long as **you** haven't made any claims during that time.

**Cancellation after 30 days**
If **you** cancel after 30 days, **you'll** get a partial refund based on the remaining time on **your policy**. Again, this is only if **you** haven't made any claims during the time, **you** had the **policy**.

## Complaints

**We** strive to provide excellent service, but if **you're** unhappy with something, here's what to do:

**Contact Riviera Insurance Services Limited first.**
Get in touch with Riviera Insurance Services Limited (contact details are shown on page 7) and mention **your policy** number.

**Riviera Insurance Services Limited will try to resolve it quickly.**
Riviera Insurance Services Limited will work to solve most issues within 3 business days of receiving **your** complaint.

**Keeping you informed**

If it takes longer, they'll contact **you** with an update on who's handling it and the next steps. They'll also keep **you** in touch regularly.

**Taking it further**
If the issue isn't resolved within 8 weeks or **you're** unsatisfied with the response, **you** may have the right to ask the Financial Ombudsman Service (FOS) to review **your** complaint.

**What is the FOS?**
It's a free and independent service that helps resolve disputes between customers and financial institutions. Using the FOS won't affect **your** legal rights. **You** can contact the FOS using the details below:

| | |
|---|---|
| Email: | complaint.info@financial-ombudsman.org.uk |
| Phone: | 0800 023 4567 |
| Address: | Financial Ombudsman Service, Exchange Tower, London, E14 9SR |
| Website: | www.financial-ombudsman.org.uk |

## Compensation

In the unlikely event that **we** go out of business or into liquidation, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

The FSCS may arrange to transfer a **policy** to another insurer, provide a new **policy** or, if these actions are not possible, provide compensation.

Further information about compensation scheme arrangements is available from the FSCS at PO Box 300, Mitcheldean, GL17 1DY or call: 0800 678 1100 or 020 7741 4100 or visit www.fscs.org.uk.

## Data Protection

Acasta European Insurance Company Limited and Acasta Europe Limited are the joint controllers for the data **you** provide to **us**. **We** need to use **your** data in order to provide **your** insurance. *For more detailed information on how **we** process and use **your** data, please refer to **our** Privacy **Policy**.*

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

- **your** application or other forms.
- **your** transactions with **us**, **our** associates, the Administrator or others; and
- 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:

- help make decisions on insurance proposals and insurance claims, for **you**.
- trace debtors, recover debt, prevent fraud, and manage **your policy**.
- check **your** identity to prevent money laundering.

Information may be passed to [ADMINISTRATOR], actuaries, auditors, loss adjusters, reinsurers, regulators, solicitors, 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, [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 from the end of **your policy** or the last status change. **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.

## Important Legal Information

This section covers some legal matters related to **your policy**:

**Other GAP insurance policies**
**We** won't pay **you** more than the actual value of **your** loss (unless the value of **your** loss is below **our** minimum payment of £200), even if **you** have other GAP insurance policies covering the same thing. In some cases, **we** may work with **your** other GAP insurers to share the cost of **your** claim fairly. This means each company would contribute a portion based on the percentage of coverage they provide.

**Your insurable interest**
**We** won't pay for claims relating to a car **you** don't have a rightful ownership stake in ('insurable interest') at the time of the loss. If there's more than one owner of the car, **we'll** only pay out an amount that reflects **your** share of ownership.

**Taking action in your name**
If necessary, **we** may (at **our** own expense) take legal action on **your** behalf to recover money or protect **your** rights under this **policy**.

**Rights of third parties**
This **policy** doesn't grant any rights to people who aren't directly involved (third parties) under the Contract (Rights of Third Parties) Act 1999.

**Entire agreement**
This **policy** booklet, the **schedule**, and any written **endorsements** constitute the complete agreement between **you** and **us**.

**Sanctions and restrictions**
**We** won't provide coverage or pay claims if doing so would violate any sanctions, prohibitions, or restrictions set by the United Nations, the European Union, the United Kingdom, or the United States of America.

**Laws and disputes (governing law and jurisdiction)**
English and Welsh laws apply to this **policy**, and any legal disputes will be settled in the courts of England.

## Regulatory Information

This section provides the legal and regulatory details of the companies involved in providing or administering this **policy**:

Acasta European Insurance Company Limited, a company registered in Gibraltar (registered number: 96218), with a registered office at Unit 1, 124 Irish Town, Gibraltar, GX11 1AA. Acasta European Insurance Company Limited is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority for the conduct of UK business. Details about the extent of **our** regulation by the Financial Conduct Authority are available from **us** on request.

Acasta Europe Limited, a company registered in England & Wales (registered number: 07270251), with a registered office at 4 Station Road Station Road, Cheadle Hulme, Cheadle, SK8 5AE. Acasta Europe Limited is authorised and regulated by the Financial Conduct Authority (FRN: 599391).

Riviera Insurance Services Limited, a company registered in England & Wales (registered number: 09827823), with a registered office at Petitor House, Nicholson Road, Torquay, Devon, TQ2 7TD. Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FRN: 786116).

## Key words and terms

Whenever any of the words below appear in **bold** font, they have the meaning shown below.

| | |
|---|---|
| **Car insurance** | means a **car insurance policy** providing comprehensive cover (damage or theft of the owner's car, as well as third party liability). |
| **Computer** | 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, **network**ing equipment or back up facility. |
| **Early settlement amount** | means the amount required to settle **your** finance agreement with **your car finance company** at the date of **total loss**. This does not include 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 car**. |
| **End date** | means the date this insurance cover ends, as stated in the **schedule** or, in the event of cancellation, as notified to **you** in writing. |
| **Endorsement** | means an amendment to the **policy**, as agreed by **you** and **us** and evidenced in writing. |
| **Insurance period** | means the period between the **start date** and the **end date** shown on the **schedule.** |
| **Invoice price** | means the price **you** paid for **your car** as stated on the invoice (including dealer fitted options up to £1,500). |
| **Maximum limit** | means the total claim limit (**our** maximum liability to **you** under this **policy**), as shown in the **schedule.** |
| **Network** | means a group of **computer**s and other electronic devices or **network** facilities connected via a form of communications technology, including the internet, intranet and virtual private **network**s (VPN), allowing the net-worked computing devices to exchange data. |
| **Original purchase price** | means the same as '**invoice price**'. |
| **Policy** | means this **policy** booklet, the **schedule** and any **endorsements.** |
| **Schedule** | means the document titled **schedule** that includes **your** name and address, the vehicle covered under this insurance and the premium and taxes. |
| **Start date** | means the date this insurance cover commences as shown in the **schedule.** |

| | |
|---|---|
| **Total loss** | means the **total loss** of **your car** as rendering the car beyond economic repair resulting in a settlement from **your car insurance** company. |
| **Us / we / our** | means Acasta European Insurance Company Limited. |
| **Written off** | means the same as '**total loss**'. |
| **You / your** | means the **policy**holder named in the **schedule.** |
| **Your car** | means the vehicle to which this **policy** relates, as stated in the **schedule.** |
| **Your car finance company** | means an authorised consumer credit firm with which **you** have entered into a finance agreement to fund the purchase of **your car.** |
| **Your car insurance** | means the comprehensive **car insurance policy** covering **your car** at the time of the **total loss.** |
| **Your car insurance payout** | means the money that **you** receive from **your car insurance** following a claim for the **total loss** of **your car.** |