

### Introduction

Thank **you** for choosing **us** for Early Termination Insurance for **your** car. This is **your** Early Termination Insurance **policy** wording.

If **you** have any questions regarding the sale of this **policy**, please contact the **seller** who **you** purchased this from. Please check **your policy schedule** to make sure that all of the details shown are correct. If any changes need to be made, please let the **seller** know immediately.

This **policy** document contains the full **policy** terms and conditions which should be kept safe and read alongside the **policy schedule** and any other associated documentation issued to **you** by the **seller**.

### About Your Insurance

#### The Insurer

This **policy** is a contract between **you** and the **insurer**; the **insurer** being 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 (**FCA**) and Prudential Regulation Authority (**PRA**) for the conduct of **UK** business. Details about the extent of **their** regulation by the **FCA** and **PRA** are available from the **insurer** on request. The **insurer** is solely obligated and liable for the covers and benefits provided under this **policy**.

#### Policy and Claims Administration

The **insurer** has appointed **CPP Secure** to administer **your policy**.

Davies Group Limited have been appointed to handle claims on their behalf.

CPP Secure Limited act as an insurance intermediary, product co-manufacturer and agent for and on behalf of the **insurer**. CPP Secure Limited are authorised and regulated by the Financial Conduct Authority, 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 [www.fca.org.uk](http://www.fca.org.uk) or by contacting the **FCA** consumer helpline on 0800 111 6768.

The **insurer** does not have a direct or indirect holding in **CPP Secure** and neither does **CPP Secure** have a direct or indirect holding in the **insurer**.

#### Accessibility

This document is available in Braille, large text or on audio tape on request. Please contact **our** Customer Service team on 0333 207 4341 or email [cppsecureclaims@cpp.co.uk](mailto:cppsecureclaims@cpp.co.uk) for further details.

Calls cost no more than calls to geographical numbers (01 or 02) and may be included as part of inclusive minutes in your package.

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### Need to make a claim?

#### Claims by Email

Please email: [DGmotor@davies-group.com](mailto:DGmotor@davies-group.com)

#### Claims by Telephone

Please call: 0333 207 4331  
Lines are open 9 - 5, Monday to Friday

#### Claims by Post

If **you** do not have access to the internet or a telephone **you** can write to:

ETI Claims, Davies Group Building, PO Box 1392, Preston, PR2 0XE

Please refer to our "**How to Make a Claim**" section on **Page 5**.

### Need to make a complaint?

If **you** have any concerns regarding the sale of this **policy**, please contact the **seller**.

If **you** have any complaints about the administration of this **policy** or the handling of claims under this **policy** please contact **our** Customer Services team:

Please call: 0333 207 4331  
Lines are open 9 - 5, Monday to Friday

Email **us** at: [customer.care@davies-group.com](mailto:customer.care@davies-group.com)

Writing to **us** at:

ETI Complaints, Davies Group Building, PO Box 1392, Preston, PR2 0XE

For full details please refer to the Section "**How to make a complaint**" on **page X**.

## Important Policy Information

### Who this Policy is Suitable for

This **policy** will suit the demands and needs of a customer who has a **credit/finance agreement** for an eligible **vehicle** and who wish to cover the cost of **early termination** fees payable to the **leasing/finance company** in the event they return their **vehicle** before the contracted **return date** due to an **insured event** covered in this **policy**.

The **insurer**, the **seller** and **CPP Secure** do not provide advice or personal recommendations about the suitability of this **policy**. It is **your** responsibility to ensure that this **policy** meets **your** demands and needs. It may not meet all of **your** demands and needs, so **you** should read the **policy** carefully upon receipt to ensure it meets **your** requirements.

### Providing Accurate Information

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

- Supply accurate and complete answers to all the questions **we** or **the seller** may ask as part of **your** application for cover under the **policy**;
- To make sure that all information supplied as part of **your** application for cover is true and correct;
- 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.

### Governing Law and Jurisdiction

Unless otherwise agreed in writing by **us** this **policy** is governed by English law. Legal proceedings in respect of the **policy** can be dealt with in the courts of England and Wales or of the country within the **UK** in which **you** reside.

### Period of Cover & Renewal

**Your policy** will normally be in force for a **period of insurance** of not less than 12 months duration until the end date as shown in the **policy schedule**. If a valid claim is made and settled prior to the **policy** expiry date there is no further cover under this **policy** and the **policy** will end.

### Policy Cancellation & Cooling Off Period

**You** may cancel this **policy** within fourteen (14) days of the **policy** purchase date and obtain a full refund of premium, provided that no claims have been made. In the event that a claim is being or has been made, **we** will deduct the amount of any claims payments already made to **you** from any refund amounts due to **you**.

If **you** cancel this **policy** after fourteen (14) days from the **policy** purchase date, **you** will not be entitled to any refund unless the cancellation is due to **you** no longer having possession of the **vehicle** (in accordance with General Policy Condition 6). Where **you** are no longer in possession of the **vehicle**, **we** will refund a premium amount based on the short term policy cancellation refund scale below, provided **you** have not claimed under this **policy** and no valid claims are known or reported.

### Short term policy cancellation refund scale

Period Policy Has Been In Force: From Inception to Date of Cancellation	Premium Refundable
From 14 days up to 25% of total original policy duration	50%
26% -50% of total original policy duration	25%
51% -75% of total original policy duration	10%
More than 75% of total original policy duration	Nil

Refund premium will be net of taxes. Please note the **seller** may deduct administration costs incurred in processing the original sale and cancellation from any premium refund **you** are due. Any fees due will be explained in the **seller's** terms of business agreement with **you**.

To arrange cancellation of this **policy** please contact the **seller**.

## Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this **policy** document and will appear in bold type.

1. **Accidental death** means death due to bodily injury occurring during the period of insurance which is the direct result of accidental, external, violent and visible means and which solely and independently of any other cause results in a claim for death of the **insured**.
2. **Claims administrator** means Davies Group Limited.
3. **Commencement date** means the date on which this **policy** starts as shown in the **policy schedule**.
4. **Contract mileage** means the contract mileage as shown on the **credit/finance agreement** as being the anticipated annual mileage on which the finance agreement has been based.
5. **Covid-19** means Coronavirus disease including Severe Acute Respiratory Syndrome Coronavirus 2 (SARSCoV-2) including any related and/or similar conditions howsoever caused or any mutation of these.
6. **CPP Secure** means CPP Secure Limited.
7. **Credit/finance agreement** means credit or finance agreement (including Personal Contract Purchase agreements) between the **insured** and the **leasing/finance company** specifying the terms and conditions upon which the **vehicle** is provided.
8. **Early Termination** means the termination, due to an **insured event**, of an **insured's credit/finance agreement** before the agreed expiry date when the **vehicle** is due to be returned to the **leasing/finance company** or **vehicle** provider.
9. **Employer** means any legal person issuing a contract of employment to **you**. This definition includes any parent company, subsidiary or associated body of that legal person.
10. **Excess mileage charge** means the charge for exceeding the **contract mileage** and assessed at the rate chargeable in the **credit/finance agreement** for the proportional mileage at the **return date**.
11. **Excess period** means a period of 90 days starting on the **commencement date**. If the **termination date** of **your credit/finance agreement** falls within the excess period no payment will be made with the exception of a claim for **accidental death**.
12. **Glass's Guide** means the car values guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing vehicle values.
13. **Insured event(s)** means any of the incidents detailed in 1 to 6 of the "What is Covered" section of this policy.
14. **Insurer / they / their** means Acasta European Insurance Company Limited.
15. **Leasing/finance company** means the company named in the **policy schedule** providing the **vehicle** to the **insured** under a **credit/finance agreement**. **CPP Secure**, the **claims administrator** and the **insurer** are not always made aware of the name of the **leasing/finance company** prior to a claim.

16. **Market value** means the noted market value of the **vehicle** (excluding contents) at the date of loss by reference to **Glass's Guide** retail value or an equivalent published value if the **Glass's Guide** retail value is no longer available.
17. **Motor insurance policy** means the primary motor insurance policy covering **your vehicle** that must be maintained in force and in tandem, for the same **period of cover** as this **policy**.
18. **Motor Insurer** means the authorised insurance company that issued **your motor insurance policy** and the certificate of motor insurance relating directly to **your vehicle**.
19. **Period of cover** means the period for which a premium has been paid and shown in the **policy schedule** as start date and expiry date.
20. **Policy** means this **policy** wording, certificate of insurance, the **policy schedule**, and any endorsements issued by **us** in respect of this **policy** which sets out **your** name, the **vehicle**, the **period of cover**, any alterations of coverage or policy options selected by **you** and any other special conditions and terms. This along with this **policy** wording, any options selected by **you** and the additional premium paid, any endorsements or special terms issued by **us**, **your** application and declarations made to **us** or **our** agents, form the contract of insurance between **you** and **us**.
21. **Policy schedule** means the document headed **policy schedule** that contains full details of **you** and **your vehicle**, the level of cover selected and the **period of cover**.
22. **Pre-existing condition** means any sickness, condition or injury whether diagnosed or not about which **you** knew, whether diagnosed or not, at the **commencement date**.
23. **Return date** means the date when the **vehicle** is due to be returned to the **leasing/finance company** pursuant to the **credit/finance agreement**.
24. **Seller** means the business from whom **you** purchased this **policy**.
25. **Sum insured** means the maximum amount payable in total under the **policy** as shown on the **policy schedule**.
26. **Termination charge** means the net amount contractually required by the **leasing/finance company** to terminate the **credit/finance agreement** at the **return date** less:
- Any outstanding sums required to be paid by the **insured** under the terms of the **credit/finance agreement**;
  - Any maintenance charges;
  - Administration and collection fees.
27. **Termination date** means the date the **insured** first formally notifies the **leasing/finance company**, or is notified of the occurrence, whichever is the sooner, which is likely to give rise to a claim under the **policy**.
28. **Territorial limits** means the United Kingdom of England, Northern Ireland, Scotland and Wales, plus continental Europe where permitted under **your motor insurance policy** as extended under the terms of a valid green card and where **you** have a permissible driving licence.
29. **Terrorism** means an activity involving a violent or life threatening act by an individual or organisation with the intention of coercing, intimidating or influencing an individual person, the civil population or the Government of any country or an act deemed by any law enforcement body to be an act of terrorism.
30. **UK** means the United Kingdom of England, Northern Ireland, Scotland and Wales.
31. **Vehicle** means a motor vehicle specified in the **policy schedule** supplied to the **insured** under the **credit/finance agreement**. The motor vehicle must:
- be a private motor car, mini-van, van, pickup truck, light truck, motorcycle or sport utility vehicle; up to a maximum of 7 seats and/or 3.5 tonnes gross vehicle weight
  - be valued less than the maximum value shown on the **policy schedule**
  - have been first registered with the DVLA no more than 24 months before the **commencement date**.
32. **We/us/our** means Acasta European Insurance Company Limited.
33. **You/your/insured/policyholder** means the:
- Private individual or a sole trader;
  - Partnership; or
  - Limited company or other legal entity; named on the **policy schedule**.

## Your Cover

### Eligibility

Subject to the full terms, conditions and exclusions of this **policy**, **you** are eligible to claim under this Early Termination Insurance cover in respect of the **vehicle** as long as:

- **You** are named on the **credit/finance agreement**.
- **You** hold a full driving licence issued by the **UK** or a country which is valid party to the European Economic Area.
- The **vehicle** is covered by a **motor insurance policy** maintained by **you** and/or the **leasing/finance company** for the duration of this Early Termination Insurance.
- The **policy** is purchased within 31 days of the start date of the **credit/finance agreement** applicable to your **vehicle**.

### What is Covered

In the event of **you** needing to return **your vehicle** before the contracted **return date**, due to an **insured event** within the **period of cover**, this **policy** will pay the cost of early termination fees payable to the **leasing/finance company** as part of **your credit/finance agreement**.

This cover is subject to the definitions used in the section of this **policy** described as terms used in this **policy** and the requirements of the sections described as "**What is Not Covered**", "**General Policy Exclusions**" and "**General Policy Conditions**" and subject to the correct premium having been paid by **you**.

Subject to the **excess period**, the **insurer** agrees to pay the **leasing/finance company**, up to the **sum insured** shown on the **policy schedule**, on behalf of the **insured** for necessary and unavoidable **termination charge** contractually incurred and liable to the **leasing/finance company** by the **insured** in the event of the termination of any **credit/finance agreement** before the contractually agreed **return date** when the **vehicle** is due to be returned to the **leasing/finance company** during the **period of cover** for which the premium has been paid. The **vehicle** must be returned to the **leasing/finance company** or **vehicle** provider as a direct result of the following **insured events**:

1. The **accidental death** of the **insured**;
2. Sickness of the **insured**, with the exception of any claims caused by or resulting from **covid-19** or any other outbreak of infections or contagious disease, as defined in exclusion number 1 in the "**What Is Not Covered**" section of this document:
  - a. for a minimum period of 30 days continuous, following the **exclusion period**,
  - b. supported and certified by sick notes from doctors/ medical professionals; and
  - c. their **employer** not providing sick pay or salary compensation;

3. The **insured's** driving licence, applicable to the **vehicle**, being unexpectedly withdrawn permanently, or for more than 6 months, for medical reasons by the Drivers Vehicle Licensing Authority;
4. The **insured** being transferred to a place of work outside the **territorial limits** of the policy and such transfer was not reasonably known or anticipated by the **insured** at the time of purchasing this **policy**;
5. Non-voluntary bankruptcy - the **insured** being made bankrupt by another entity;
6. Expatriation the **insured** being unexpectedly forced to return to their country of origin due to legal requirements/change in English Law.

In the event of an **early termination** and if **your credit/finance agreement** additionally permits the **leasing/finance company** to sell the **vehicle** at auction and recover from **you** any shortfall difference between sale amount and the credit/finance amount owed, less the **early termination charge**, **we** will pay such difference owed up to the **sum insured** as shown in the **policy schedule**. This is provided that our total combined payment, is no more than the **market value** of the **vehicle** after deducting both the **early termination** charge paid and amount received by the **leasing/finance company** from the sale of the **vehicle** at auction.

#### Additional Replacement Vehicle Benefit

If **you** need to return **your vehicle** before the contracted **return date**, due to an **insured event** within the **period of cover** and **you** have repaid **your credit/finance agreement** to the point where contractually **you** are no longer required to pay an **early termination fee**, this **policy** will pay **you** a fixed one-time benefit of £500 as a contribution towards a replacement vehicle or vehicle hire.

**IMPORTANT NOTE:** An **excess period** of 90 days from the **commencement date** applies to all claims under this **policy**. The **insurer** will not cover any claim made under this **policy** if the event giving rise to the claim occurs on or before the last day of the **excess period** with the exception of **accidental death**.

#### What is Not Covered

The **policy** will not cover:

1. Claims in any way caused by or resulting from **Covid-19** or an infectious or contagious disease, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation. This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s). This exclusion will continue to apply until the World Health Organisation cancels or withdraws any relevant PHEIC.
2. Any circumstance giving rise to a claim which is known or can reasonably be expected to be known by the **insured** at the **commencement date**.
3. Transfer of the **insured's** place of work to a location outside the **territorial limits** of the **policy** occurring within the **excess period** of the **policy** or for a period of less than six consecutive months.
4. Death due to self-inflicted injury, alcohol, solvent or drug abuse.
5. Death or loss of driving licence within the first 12 months of cover due to medical conditions which existed prior to the commencement of this insurance.
6. Death due to medical conditions which have been diagnosed as terminal before the commencement date of this insurance.
7. Any **excess mileage** charge or reconditioning or repair cost.
8. Any reduction of value of the **vehicle** following damage repair or due to the **contract mileage** being exceeded on a proportional basis.
9. Any maintenance charge. For the avoidance of doubt the maintenance charge is not included in the premium calculation and, therefore, will not be taken in to account in any claim calculation.
10. Any VAT element of the **credit/finance agreement**.

11. Any arrears in the **insured's** payments under the **credit/finance agreement**.
12. Any amounts due under the **leasing/finance agreement** as a result of delays caused by the **insured** or the **leasing/finance company**:
  - a. in providing required documentation; or
  - b. in reaching any settlement agreement.
14. Any difference between the **Glass's Guide** retail value and the actual sale proceeds of the **vehicle**.
15. Any payment in excess of the **sum insured** or the **market value** of the **vehicle** after deducting both the **early termination charge** and the auction sale price achieved and recovered by the **leasing/finance company** if permitted by the **credit/finance agreement** (or any other third party or **motor insurance policy** amount recovered and received against the **vehicle** by the **leasing/finance company**); or; whichever is the lesser.
16. Any loss as a result of:
  - a. any occurrence which renders the **vehicle** not roadworthy
  - b. any act of **terrorism**.
17. Any event giving rise to **Early Termination** that is not specifically listed in this **policy**.
18. Any loss, damage or liability covered by any other policy except in respect of any excess amount beyond the limit of that policy, provided that such amount would otherwise be paid under this **policy**.
19. Any loss occurring outside the **territorial limits** of the **policy**.

#### General Policy Exclusions

This **policy** will not apply to losses that are incurred within the **excess period**, which applies from the **commencement date** of the **policy**.

This **policy** will not apply to any vehicles:-

1. Other than a private motor car, mini-van, van, pickup truck, light truck, motorcycle or sport utility vehicle.
2. In excess of 7 seats or 3.5 tonnes gross vehicle weight.
3. Insured under a commercial motor traders' policy.

This **policy** will not apply where the **credit/finance agreements** applicable to the **vehicle** is:-

1. More than four years long.

#### General Policy Conditions

##### Your Vehicle

1. The **vehicle** must be:
  - Maintained in accordance with the manufacturers' service schedule; and
  - Insured by a **motor insurance policy**.

##### Where You Live

2. **Your** principal residence must be in the **UK**.
3. A limited company or legal entity named on the **policy schedule** must be based in the **UK** or have a permanent base of operations within the **UK** if the head office is outside of the **UK**.

##### Your Policy

4. Failure to pay any premium instalment will result in the immediate suspension of cover under this **policy** and may result in cancellation of this **policy**. In the event of a valid claim **we** will offset any outstanding premiums due to **us** against **your** claim settlement amount.
5. Except where otherwise required by law, **you** and **we** have agreed that:
  - it is not intended for any third party to this contract to have the right to enforce the terms of this **policy**;
  - **you** and **we** can rescind or vary the terms of this policy without the consent of any third party to this **policy**, who might seek to assert that they have rights under this **policy**.

6. This **policy** is not transferrable to any other vehicle. In the event **you** no longer have possession of the **vehicle** insured under the **policy**, **you** should notify the **seller** that **you** wish to cancel your **policy** and subject to **you** not having claims under the **policy** and no claim existing, seek a refund of premium in accordance with the **short period policy refund cancellation scale** for the duration of the **policy** (refer to the section titled "**Policy Cancellation & Cooling Off Period**" for full details) from the date **you** no longer possess **your vehicle** until the original **policy** expiry date. **Your** cancellation will be effective from the later of; the date **you** notify us **you** no longer possess the **vehicle** or the date **you** no longer possess the **vehicle**.
7. Transfer of title to this **policy** is only allowed on death of the **policyholder** and only in respect to their successors in title and for the remaining **period of insurance**. Please contact the **seller** should these unfortunate circumstances arise.
8. **CPP Secure** has and shall have no direct, indirect, joint, several, separate, independent responsibility, liability or obligation of any kind whatsoever under the **policy** or **policy schedule**.
9. The **policy** shall be null and void in the event of any fraud by **you**.

#### In the Event of a Claim

10. In the event of an occurrence likely to give rise to a claim under the **policy** **you** must;
  - Give notice to the **claims administrator** ideally within 14 days of **them** becoming aware of such occurrence
  - Take reasonable steps to minimise the loss and avoid further loss
  - Provide documentary evidence including medical certificates and salary slips as may be requested by the **claims administrator**;
  - Provide the **claims administrator** with all information and assistance that is required in the settlement of the claim.
11. The maximum amount payable shall be the **sum insured** shown on the **policy schedule**.
12. The **insurer** or the **claims administrator** shall be entitled to:
  - Settle the claim directly with the **leasing/finance company**;
  - **We** can take proceedings in **your** name at **our** expense to recover for **our** benefit the amount of any payment made under this **policy**;
  - Have full discretion in the conduct of any negotiations, proceedings, and settlement of any claim.
13. In respect to any other insurance policies that **you** hold covering the same events as insured under this **policy**, **we** will only pay **our** proportionate share of the claim.
14. The cover for that **vehicle** is cancelled with immediate effect if a valid claim is submitted and paid under the **policy**; there will be no refund of premium.
15. If any benefit is paid to **you** under this **policy** which is subsequently 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**.
16. No sum payable under this **policy** shall carry interest.
17. **We** shall not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## How to Make a Claim

In the event of a claim, please contact the **claims administrator**, at the earliest opportunity and ideally within fourteen (14) days by using one of the following routes:

#### Claims via the internet

- Please email: DGmotor@davies-group.com
- The **claims administrator** will register **your** claim and send **you** a claim form for completion and return, together with details of the documents that **you** are required to supply in support of **your** claim, to enable them to validate and pay **your** claim.

#### Claims by telephone

- Please call: 0333 207 4331
- Opening hours: 9.00am to 5.00pm Monday to Friday
- The **claims administrator** will register **your** claim and send **you** an acknowledgement letter to **your** registered postal address together with a claim form for **you** to complete and return to them by post. This correspondence will include a list of documents that **you** are required to supply and return to the **claims administrator** in support of **your** claim and to enable them to validate and pay **your** claim.

#### Claims by post

- Please write to: ETI Claims, Davies Group Buildin, PO Box 1392, Preston, PR2 0XE
- The **claims administrator** will register **your** claim and send **you** an acknowledgement letter to **your** registered postal address together with a claim form for **you** to complete and return by post. This correspondence will include a list of documents that **you** are required to supply and return to the **claims administrator** in support of **your** claim and to enable them to validate and pay **your** claim.

## Early Termination Insurance Claims Guidance Notes

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

In any correspondence with the **claims administrator**, please make sure that **you** always quote **your policy** number as detailed in the **policy schedule** accompanying this **policy**.

Once **you** have registered **your** claim with the **claims administrator** and given notice that **you** wish to terminate **your credit/finance agreement** if **you** have not already done so, **you** should contact the **leasing/finance company** or **vehicle** provider and they will calculate/obtain the early termination settlement figure as at the expected **return date**.

**You** should complete the claim form and return this together with the requested information in support of **your** claim to the **claims administrator**. The **claims administrator** may also need to liaise with the **leasing/finance company** or **vehicle** provider in order to verify **your** claim and their settlement calculation.

The **Glass's Guide** retail value for the **contract mileage** of **your vehicle** will then be obtained (please see the '**Definitions**' section for a description of **Glass's Guide** retail value).

Once **your** claim has been accepted, either in full or part settlement of **your** liability under your finance agreement, the **claims administrator** will send **you** a claim offer. At this stage **you** may still change **your** mind and decide to continue with the **credit/finance agreement**.

Please note that to help with the validation of any claim made under this **policy** that **you** must provide the **claims administrator** with all requested documentation and information in support of **your** claim, within a reasonable time and at **your** own expense and that this could include a copy of your **credit/finance agreement**, in addition to any copy letters from **leasing/finance company** detailing the contracted **early termination** charge and showing the **return date** of the **vehicle** and the insured incident.

In the absence of the above, **we** reserve the right for **us** or the **claims administrator** to have direct contact with **leasing/finance company** and/or **motor insurer(s)** to seek clarification of any matter relating to **your** claim with them and consequently with **us** and that **we** may refuse to accept a claim or continue with the handling of a claim in circumstances where **you** or they fail to supply all relevant supporting documentation and information or where **we** or the **claims administrator** are unable to validate **your** claim or where fraud is reasonably suspected.

**You** must provide **us** with written response to any request for information regarding a claim within 28 days of **us** asking, or as soon as reasonably possible thereafter.

#### IMPORTANT NOTE:

The **insurer** is NOT responsible for:

- Payment of any excess settlement figure over and above the **policy sum insured** limit,
- Payment of any arrears in the **insured's** monthly payments
- Payment of any outstanding maintenance charges, repair and reconditioning costs
- Payment of any outstanding VAT charges.

## Our Commitment to Good Service

**We** hope **you** will be completely happy with this **policy** 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 does not happen again.

### How to make a Complaint

#### Complaints about the sale of this policy:

If **you** have any concerns regarding the sale of this **policy**, please contact the **seller**.

#### Complaints about the administration of this policy or the handling of claims:

If **you** have any complaints about the administration of this **policy** or the handling of claims under this **policy** please contact **our** Customer Services team either by:

Telephoning: 0333 207 4331  
E-mailing: customer.care@davies-group.com  
Writing to: ETI Complaints, Davies Group Building,  
PO Box 1392, Preston, PR2 0XE

**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 by:-

Phone: 0800 023 4567 or 0300 123 9123  
E-mail: complaint.info@financial-ombudsman.org.uk  
Post: Financial Ombudsman Service, Exchange Tower,  
Harbour Exchange Square Isle of Dogs, London,  
E14 9SR

**IMPORTANT:** the Financial Ombudsman Service will expect **you** to have followed the above noted procedures before they will accept **your** case.

In any correspondence, please make sure that **you** always quote **your policy** number as detailed in the **policy schedule**.

**Note:** This complaints procedure does not affect **your** statutory rights.

## Your Rights

### Financial Services Compensation Scheme (FSCS)

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme in the **UK** if the **insurer** cannot meet its liabilities under this **policy**. The level and extent of any compensation provided will depend upon the location of the risk, the type of insurance and on the circumstances of any claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk)

Alternatively the FSCS can be contacted:-

- online by completing the form at [www.fscs.org.uk/contact-us/](http://www.fscs.org.uk/contact-us/)
- by calling 0800 678 1100 or 0207 741 4100
- by writing to Financial Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY
- by live chat via the FSCS website at [www.fscs.org.uk/contact-us/](http://www.fscs.org.uk/contact-us/)

### Data Protection

The **insurer** and **CPP Secure** are independent Controllers who each determine the purpose and means of processing **your** personal data.

#### Acasta 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 policy** 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;

- Help make decisions on insurance proposals and insurance claims, for **you** and members of **your** household;
- Trace debtors, recover debt, prevent fraud, and manage **your** insurance policies;
- 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 **UK** or 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 **UK** 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

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## CPP Secure Data Protection Policy

This **policy** has been arranged and is administered by **CPP Secure**. CPP Secure Limited is authorised and regulated by the Financial Conduct Authority (FCA), authorisation number 790304. CPP Secure Limited is registered in England and Wales under company number 10257192 and has its registered office at 6 East Parade, Leeds LS1 2AD.

### How CPP Secure Uses Personal Information

**CPP Secure** is registered as a Data Controller with the Information Commissioner's Office with the registration number ZA224060.

**CPP Secure** is part of the CPPGroup Plc group of companies (CPP Group). **You** can find out more about the CPP Group by visiting [www.cppgroup.com](http://www.cppgroup.com). **You** can contact CPP Secure:

- By post at: CPP Secure, 6 East Parade, Leeds LS1 2AD
- By email at: [data.request@cpp.co.uk](mailto:data.request@cpp.co.uk)

**CPP Secure** may obtain the following personal information:

- **Your** name, address and contact details
- **Your** data of birth;
- **Your** vehicle registration, make and model;

**CPP Secure** will only use your **personal** information when the law allows it to. Most commonly, to administer **your** insurance **policy**, where it is necessary for **CPP Secure's** legitimate interests (or those of a third party) and **your** interests and fundamental rights do not override those interests or where necessary to comply with a legal or regulatory obligation.

For further information regarding how **CPP Secure** processes **your** personal information please see **CPP Secure's** Privacy Notice which can be found at <https://uk.cppgroup.com/cpp-secure-acasta/>

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