

Total Loss Protect Insurance

Your Policy Terms and Conditions

Introduction

Thank **you** for choosing **us** for Total Loss Protect insurance for **your** car. This is **your** Total Loss Protect 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** and to handle claims on their behalf.

CPP Secure Limited (**CPP Secure**) 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 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 0330 123 1134 or email cppsecureclaims@cpp.co.uk for further details.

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Need to make a claim?

Claims by Email

Please email: cppsecureclaims@cpp.co.uk

Claims by Telephone

Please call: 0333 123 0309 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:

CPP Secure (Total Loss Protect), PO Box 1419, Sunderland, SR5 9RN

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: 0330 123 1134 Lines are open 9 - 5, Monday to Friday

Email us at: complaints@cpp.co.uk

Writing to **us** at:

CPP Secure Complaints (TLP), PO Box 1419, Sunderland, SR5 9RN

For full details please refer to the Section "**How to make a complaint**" on **page 6**.

Important Policy Information

Who this Policy is Suitable for

This **policy** will suit the demands and needs of a customer aged 17 or older who owns a car valued at less than £40,000, and who wishes to receive a cash lump sum equating to 25% of a **motor insurer's settlement amount** in the event of the **total loss** of that car, to cater for otherwise uninsured expenses such as a policy excess and/or the value of vehicle contents and/or personal effects and/or any depreciation in the value of that car.

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 as shown in the policy schedule. Your cover will cease immediately if a valid claim is settled before the expiry date. In this event a new policy may be required for any replacement car that you purchase and you should contact the seller to discuss your requirements accordingly.

In the absence of a claim under this **policy** the **seller** should normally contact **you** before the **expiry date** to discuss **your** renewal options.

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 claims have been made or exist, **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.

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.

- Commencement date means the date on which this policy starts as shown in the policy schedule.
- Expiry date means the date on which this policy ends as shown in the policy schedule or if cancelled in accordance with the cancellation section of this policy, the date on which this policy ends following such cancellation.
- Geographical 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.
- 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.
- 5. Insured vehicle means any car that you own or are the legally registered keeper of and which is used by you for social domestic and pleasure purposes including commuting to a single place of work or in connection with your business and whose vehicle registration number is detailed in both your motor insurance policy and the policy schedule attaching to this policy.
- Insurer / they / their means Acasta European Insurance Company Limited.
- 7. **International driving permit** means a permit to drive in some European countries where the driver only holds a **UK** paper driving licence or a driving licence that was issued in Gibraltar, Guernsey, Jersey or the Isle of Man.
- Market value means the assessed value of the insured vehicle at the point of total loss based on a trade valuation of your insured vehicle arrived at by using the Glass's Guide to car values or similar guide, for replacing the insured vehicle with one of the same make, model, trim level, specification and recorded mileage applicable at the **point** of total loss. There will be no value allowance made for fuel, contents or personal effects contained in the **insured vehicle** nor for any non-standard fittings other than a reduction should any non-standard fittings be considered to have a detrimental effect on the market value of the insured **vehicle**. **We** also reserve the right to conduct an independent valuation of the insured vehicle to be undertaken by a qualified motor engineer should the existing specification not be available within Glass's Guide listings or within similar valuation guides or it is suspected that the condition of the insured vehicle is such that this would affect its Market value.
- Motor insurance policy means the primary motor insurance policy covering your insured vehicle that must be maintained in force and in tandem, for the same period of insurance as this policy.
- Motor insurer means the authorised insurance company that issued your motor insurance policy, the certificate of motor insurance and/or any green cards relating directly to your insured vehicle.
- 11. Motor insurers settlement amount means the assessed market value of the insured vehicle but after the deduction of any applicable compulsory excess and/or any applicable voluntary excess and excluding any legal fees, compensation for any third party claims, compensation for any personal injury claims and/or any vehicle rental charges.

- Period of insurance means the period shown in your policy schedule for which you have paid or have agreed to pay the premium.
- Permissible driving licence means the appropriate UK driving licence for the class of vehicle you are driving and which may include an international driving permit where required for you to legally drive abroad.
- 14. 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.
- 15. Policy means this Car Total Loss Protect Policy.
- 16. Policy schedule means the document headed policy schedule that contains full details of you and your insured vehicle, the level of cover selected and the period of insurance.
- Seller means the business from whom you purchased this policy.
- 18. Total loss means the theft or loss of the insured vehicle or damage resulting from the attempted theft of the insured vehicle or damage resulting from a single accident, rendering the insured vehicle as damaged beyond economic repair and for which you have claimed under your motor insurance policy, and under which your claim has been agreed by your motor insurer and in return for which your insured vehicle has been forfeited by transfer of title to the motor insurer and a settlement payment made to you.
- UK means the United Kingdom of England, Northern Ireland, Scotland and Wales.
- 20. **We/us/our** means Acasta European Insurance Company Limited.
- You/your/insured/policyholder means the person or company named in the policy schedule or any named driver on your motor insurance policy.

Your Cover

Eligibility

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

- Your insured vehicle is only used for social domestic and pleasure purposes including commuting to a single place of work or in connection with your business.
- Your principal residence is in the UK.
- The vehicle is driven by a driver named on your motor insurance policy, who is aged 17 or older.

What is Covered

This policy will pay 25% of the agreed motor insurer's settlement amount, up to a maximum of £10,000 in the event of the total loss of a specified insured vehicle happening within the geographical limits and within the period of insurance.

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**.

What is Not Covered

The **policy** will not cover:

- Any claim where the total loss is not subject to an indemnity under the accidental own damage, fire or theft sections of your motor insurance policy.
- Any claim where the total loss happened prior to the commencement date of this policy.
- 3. Any claim that was known to **you** before the **commencement date** of this **policy**.
- 4. Any claim where you receive a replacement vehicle instead of a motor insurers settlement amount in cash under the terms of your motor insurance policy in respect of the total loss of your insured vehicle, though the balance of cover remaining under this policy can be transferred to the new replacement vehicle at your request (in these circumstances, please contact the seller to arrange this).
- Any claim for total loss where you are not the owner or the legally registered keeper of the insured vehicle or where your claim involves a vehicle that has been loaned, borrowed or hired by you.
- Any claim where the **total loss** is covered by any other insurance policy or warranty.
- Any claim where the **total loss** is caused when the driver of **your insured 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.
- 8. Any compensation for loss of use of **your insured vehicle** or any resultant loss of any kind.
- Any claim where the total loss happens outside of the geographical limits.
- 10. Any claim which is the subject of fraud or dishonesty.
- 11. Theft of the **insured vehicle** committed by any person who has access to its keys.
- 12. Your insured vehicle if it is used for road-racing, rallying, pace-making, speed testing, time trials or any other competitive event or is driven by any person not holding a valid permissible driving licence and/or who is not insured to drive your insured vehicle.
- 13. VAT if you are VAT registered

General Policy Exclusions

This policy will not apply to any vehicles that are:-

- Motorcycles, motorbikes, mopeds, scooters, motor tricycles or quad bikes.
- 2. Goods carrying vehicles.
- 3. Horseboxes.
- 4. Minibuses; these being vehicles with between 8 to 16 passenger seats in addition to that of the driver.
- Public Service Vehicles; these being vehicles used specifically for the purposes of carrying fare paying passengers.
- 6. Driven by drivers aged under 17 at the **point of total loss**
- 7. Used for hire or reward such as public or private hire taxis, hackney carriages, mini-cabs, couriers, parcel delivery services, takeaway delivery services or haulage contractors.
- 8. Used for professional driving tuition or by driving schools.
- Previously the subject of and which have been recorded as a total loss.
- 10. Modified from the manufacturer's original specification, other than to accommodate a driver or passenger disability.
- 11. Insured under a commercial motor trader's policy.
- 12. Valued at £40,000 or more at the time of **policy** purchase.

General Policy Conditions

Your Vehicle

- 1. Your insured vehicle must be insured throughout the period of insurance by an authorised motor insurer under a motor insurance policy. Please note that if you only have only effected third party, fire and theft insurance for your insured vehicle under your motor insurance policy then you can only make a claim under this policy for a total loss caused by fire, theft or attempted theft.
- 2. You must notify the seller of any change to your insured vehicle during the period of insurance. Please note that an additional premium may be due to us if your new insured vehicle is of a different make, model and/or a higher value and/or different specification than your original insured vehicle. Failure to notify any change to your insured vehicle could see your claim declined or reduce the amount payable to you under this policy.
- For cover under this policy to be operative, your motor insurer must declare your insured vehicle a total loss and make a cash payment to you in settlement of your claim and the insured vehicle be forfeited to them and proof thereof supplied to us.
- 4. You must take reasonable precautions to safeguard the insured vehicle against loss or damage. Where the insured vehicle is left unattended all security devices or immobilisers must be activated and all keys removed for cover under this policy to be operative.

Where You Live

5. Your principal residence must be in the UK.

Your Policy

- 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.
- 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. 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.

In the Event of a Claim

- 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 policy.
- 10. On payment to you for a valid claim under this policy, our contractual obligations will be considered as being fulfilled, cover is deemed as exhausted and the policy will cease immediately. In these circumstances a new Car Total Loss Protect policy may need to be effected by you for any replacement car that you purchase and in this instance you should contact the seller to discuss your requirements.
- 11. 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**.
- 12. No sum payable under this **policy** shall carry interest.
- **13. 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 **CPP Secure**, at the earliest opportunity after the settlement of **your** claim under **your motor insurance policy** and ideally within thirty-one (31) days by using one of the following routes:

Claims via the internet

- Please email: cppsecureclaims@cpp.co.uk
- CPP Secure 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: 0330 123 0309
- Opening hours: 9.00am to 5.00pm Monday to Friday
- CPP Secure 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 CPP Secure in support of your claim and to enable them to validate and pay your claim.

Claims by post

- Please write to: CPP Secure (Total Loss Protect), PO Box 1419, Sunderland, SR5 9RN
- CPP Secure 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 CPP Secure in
 support of your claim and to enable them to validate and pay
 your claim.

Total Loss Protect Claims Guidance Notes

The **CPP Secure** 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 **CPP Secure**, please make sure that **you** always quote **your policy** number as detailed in the **policy schedule** accompanying this **policy**.

Please note that to help with the validation of any claim made under this **policy** that **you** must provide **CPP Secure** 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 motor insurance policy** plus its accompanying policy schedule and copies of any **permissible driving licenses**, any applicable certificates of motor insurance, green cards or **international driving permits**, in addition to any copy letters from **your motor insurer** detailing their agreed **motor insurers settlement amount** and showing the date of the insured incident and the amount of any compulsory and or voluntary excess or excesses that they have deducted.

In the absence of the above, **we** reserve the right for **us** or **CPP Secure** to have direct contact with **your motor insurer** 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 **CPP Secure** are unable to validate **your** claim or where fraud is reasonably suspected.

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: 0330 123 1134 E-mailing: complaints@cpp.co.uk

Writing to: CPP Secure Complaints (TLP), PO Box 1419,

Sunderland, SR5 9RN

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

Submitting **your** complaint online at: www.financial-ombudsman.org.uk

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 <u>before</u> they will accept **your** case.

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

 $\mbox{\bf Note:}$ This complaints procedure does not affect $\mbox{\bf your}$ 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

Alternatively the FSCS can be contacted:-

- online by completing the form at 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/contactus/

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

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. **You** can contact CPP Secure:

- By post at: CPP Secure, 6 East Parade, Leeds LS1 2AD
- By email at: 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 **CPP Secure** needs to comply with a legal or regulatory obligation.

For further information regarding how **CPP Secure** processes **your** personal information, in accordance with the Data Protection Act 2018, Regulation (EU) 2016/679 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended from time to time as well as any national laws which relate to the processing of personal data please see **CPP Secure**'s Privacy Notice which can be found at https://uk.cppgroup.com/cpp-secure-acasta/

This policy is administered by CPP Secure Limited who are 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.

Version: CPP Secure/TLP/Car/2021/12/V2.1

Issue Date: 01/12/2021