



Your Policy Document

**RETURN TO INVOICE
GAP INSURANCE**



Innovative Insurance Solutions

Combined Return to Invoice and Finance GAP Insurance Policy

Introduction

Our Guaranteed Asset Protection is designed to protect you against the financial shortfall between the underlying motor insurers total loss settlement and the original purchase price or market value of your vehicle (whichever is greater) up to the limit shown on your Schedule. This policy is a contract between you and the insurer, it is not therefore transferable.

Our policies run for various periods – please see your policy documentation for the precise duration of your own policy. This policy does not renew.

The policy is administered by Nice 1 Limited, Nice 1 House, Broad Lanes, Bilston, West Midlands, WV14 0RQ. Nice 1 Limited is registered in England under company No 6082902 and is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 650309.

This policy is a contract between you and the Insurer, Acasta European Insurance Company Limited, 5/5 Crutchett’s Ramp, Gibraltar, GX11 1AA (registered no. 96218), which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company Limited on request.

Important Information

It is important that you read these policy terms and conditions carefully and make sure you understand them as they set out the requirements of your policy. If you do not fully comply with the terms and conditions, it may jeopardise your policy or a claim made under it.

You are protected from the start date of the policy period set out in your policy schedule. Your policy schedule, these policy terms and conditions and any endorsements show what you are insured for and also what is not insured; please ensure you keep them in a safe place, so you can read them again if you need to.

You should review the cover provided by this policy of insurance on a regular basis to ensure it remains adequate for your needs. If you find that this policy is not suitable for you or that there is anything that you do not understand, please contact the administrator. If you wish to cancel the policy, please refer to the ‘Cancellation Section’ of the ‘Policy Terms and Conditions’.

We have underwritten this policy based on the information you have provided as part of your application for this policy, and any changes to such information must be immediately notified to the administrator. Your policy is validated by the issue of a ‘Policy Schedule’, containing your policy details and providing your policy number.

It is important that you read the full policy document carefully.

The policy consists of:

1. The policy wording;
2. The ‘policy schedule’; and
3. Any additional endorsements.

The benefits under this policy apply during the policy period subject always to the terms, conditions, limitations and exclusions contained in the policy and providing payment of the premium has been made to us.

The policy is affected in and is subject to the laws of England and Wales.

This policy is unsuitable for you if:

- You are not the owner of the vehicle.
- Is over the age/mileage limits shown in the policy document.
- You are under 18 or are not a UK resident.
- Your vehicle is any of the makes, models or types listed under the restrictions section of the policy.

Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear in bold with a capital letter.

WORD/EXPRESSION	DEFINITION
Administrator	The policy is administered by Nice 1 Limited, Nice 1 House, Broad Lanes, Bilston, West Midlands, WV14 0RQ. Nice 1 Limited is registered in England under company No 6082902 and is authorised and regulated

	by the Financial Conduct Authority. Our FCA Register number is 650309.
Claims Administrator	Spectrum Insurance Services, Westthorpe Business Innovation Centre (or BIC), Westthorne Business Park, Killamarsh, S21 1TZ
Date of Loss	Means the date of the incident to the Vehicle in respect of which a Total Loss is subsequently paid under Your Motor Insurance Policy.
Finance Agreement	Means Hire Purchase, Contract Hire, Personal Contract Hire, Contract Purchase, Personal Contract Purchase or Finance Lease.
Finance Settlement	Means the amount required by the Lender to settle their interest in Your Vehicle, taking into account early settlement rebates but excluding late payment charges or arrears.
Geographical Limits	Means the areas in which this policy is effective and are Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, member countries of the European Community and any other country for which an international motor insurance card ("Green Card") in respect of the Vehicle is effective at Date of Loss.
Insured Value	Means the amount You received under the Motor Insurance Policy in respect of the Vehicle as a result of a Total Loss or the Market Value of the Vehicle (whichever is the greater).
Lender	Means the Company providing the finance for Your Vehicle.
Limit of Indemnity	Is the maximum amount that can be claimed in total during the Period of Insurance including labour, parts and where applicable, VAT
Market Value	Is based on that listed in Glass's Guide Trade (adjusted for mileage and factory fitted accessories) or any other industry accepted valuation guide for a Vehicle of the same make, model, trim level, recorded mileage and overall condition. We reserve the right to have an independent valuation undertaken should the specification not be available within Glass's Guide or it is suspected that the condition of the Vehicle is such that this would affect the Guide value. There will be no value allowance for non- standard fittings, other than a reduction should any non-standard fittings be considered to have a detrimental effect on retail prospects and/or value. Glass's Guide is a motor trade publication recognised and used extensively throughout the motor industry to value used Vehicle/s.
Motor Insurance Policy	Means a comprehensive policy of motor insurance which covers the Vehicle in respect of damage, fire and theft, and which is maintained throughout the Period of Insurance. If You only have third party, fire and theft insurance You can only make a claim on this Insurance for Total Loss due to fire or theft
Period of Insurance	Means the dates shown in the Policy Certificate.
Policy Certificate	Means the document accompanying this policy which confirms the Period of Insurance, Cover and policy type, Vehicle model and make which You have applied for and which We have accepted.
Purchase Price	Means the sale price of Your Vehicle but unless included in the Vehicle/s' manufacturer's original specification (i.e. any option fitted at the factory), any additional options are excluded from cover and will not form part of the Purchase Price of the Vehicle , which shall not exceed 110% of the retail value as shown in Glass's Guide (adjusted for mileage and factory fitted accessories) at time of sale. When assessing a claim under this policy additional options include but are not limited to; Road Fund Licence, insurance premiums, including this policy and dealer fitted accessories totalling no more than £1,500.
Total Loss/Write Off	When the Vehicle is either stolen and not recovered or is deemed beyond economical or constructive repair by Your Motor Insurance Policy insurer (or the Motor Insurance Policy insurer of an 'at fault' party), following fire, theft or accident.
Vehicle/s	Means only the Vehicle as identified in the Policy Certificate for private or business Use (excluding driving instructor vehicles, taxis, private hire, courier services and haulage, unless an extra premium has been paid for cover and is specified in Your Certificate of Insurance) for Use on the public highway.

We/Us/Our	Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218), which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business.
You/Your/ Yourself	Means the person named in the Policy Certificate who must be the registered keeper of the Vehicle in respect of contract hire, contract purchase or any leasing contract and the authorised User of the Vehicle and (if applicable) who is named in the Finance Agreement.

Exclusions

1. Vehicle/s owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing Vehicle/s, or Vehicle/s used for competition, racing, pace making, hire or reward, off road Use and track days.
2. Any excess deducted on Your Motor Insurance Policy above £250.
3. Any theft or malicious damage claim which is not accompanied by a valid and substantiated crime reference number.
4. VAT where You are VAT registered.
5. Any costs incurred in excess or outside the liability under this insurance including any form of consequential loss.
6. Any Total Loss which is not subject to an indemnity under the accidental damage, fire or theft sections of a Motor Insurance Policy.
7. Any Total Loss where the driver of the Vehicle is under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
8. Additional costs within the settlement of the Finance Agreement for anything other than the purchase of Your Vehicle. This includes but is not limited to Administration charges, option to purchase charges, late payment charges and arrears, early settlement charges etc. and interest charged thereon.
9. Our liability in the event of any misrepresentation or concealment made by You or on Your behalf in support of obtaining the policy or any claim on Your policy,
10. Any additional options will not form part of the Purchase Price of the Vehicle, as confirmed in the invoice of sale, when assessing a claim under this policy. Additional options include but are not limited to; Road Fund Licence, insurance premiums, including this policy, or dealer fitted accessories totalling more than £1,500, unless included in the Vehicle manufacturer's original specification (i.e. any option fitted at the factory),
11. Any finance carried across on to Your Vehicle from previous finance arrangements.
12. Any maintenance element of monthly payment in respect of Your Finance Agreement, including additional services offered such as replacement Vehicle, fleet administration, roadside assistance, car telephones and fuel management.
13. Any amount of the Purchase Price You paid for the Vehicle by which it exceeds 110% of the Glass's Guide Retail valuation (adjusted for mileage and factory fitted accessories) at the time of purchase.
14. Total Loss occurring outside Great Britain, Northern Ireland, Isle of Man, Channel Islands, Member Countries of the European Community, and any other country for which an international motor insurance Green Card in respect of the Vehicle is effective at Date of Loss.
15. If the Vehicle is stolen unless all reasonable precautions to protect the Vehicle have been taken and when the Vehicle is left unattended all security devices and immobilisers are activated, doors locked, windows closed, and all keys removed from the Vehicle.
16. If the Vehicle is, a goods Vehicle, is used as an emergency service Vehicle, for self-drive hire, public or private hire (unless included in definitions above) or is designed to carry more than 8 people including the driver. The following Vehicle/s are also excluded: left hand drive; Bentley, Bristol, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Lamborghini, Lancia Thema, Maserati, Rolls Royce.
17. If You decline an offer of a replacement Vehicle under the terms of Your Motor Insurance Policy, then We will settle Your claim based on the value of the replacement Vehicle and not the settlement figure offered under Your Motor Insurance Policy.
18. Vehicle/s over 3,500kg gross weight.

Claims Conditions

You must comply with the following conditions to have the full protection of Your policy. If You do not comply with them, We may, at Our discretion, cancel the policy or refuse to deal with Your claim or reduce the amount of the claims payment.

Making a claim

All claims MUST be made within thirty days of the Total Loss occurring.

1. Contact the Claims Administrator.
2. Protect the damaged Vehicle. You must take all reasonable steps to safeguard the Vehicle in the event of any damage occurring to Your Vehicle.
3. Malicious damage and theft. You must report the incident to the Police and advise Us of Your valid crime reference number.
4. Claims Procedures. A detailed claims procedure is given in this policy. You must follow this procedure, failure to do so may result in non-payment of Your claim.
5. Salvage. We accept no liability for the responsible disposal of Your Vehicle or its salvage in any event.
6. Use of Assessors. At notification of any claim We reserve the right to instruct an independent engineer to inspect Your Vehicle before authorising any claim. Any decision on liability will be withheld until this report is received. When this right is exercised We shall have no liability for any loss to You arising from any possible delay.
7. Subrogation. We may at Our sole discretion take any steps in Your name against any person including but not limited to Your Motor Insurance Policy insurer to recover any money We pay in settlement of Your claim. You must give Us all assistance necessary. We may also at Our discretion take over negotiations with Your Motor Insurance Policy insurer with respect to Your Total Loss claim.



Innovative Insurance Solutions

8. Offer of Settlement. If You accept an offer of settlement in respect of a Total Loss from Your Motor Insurance Policy of less than the Market Value of Your Vehicle We will settle Your claim using the Market Value.

How to make a claim

If Total Loss occurs, please help the Claims Administrator by reporting Your claim according to the following procedure.

Contact the Claims Administrator

In the unfortunate event that a Total Loss occurs, please contact the Claims Administrator: Spectrum Insurance Services, Westthorpe Business Innovation Centre (or BIC), Westthorpe Business Park, Killamarsh, S21 1TZ Tele: 0114 321 9877 Email: claims@spectrum.co.uk

For Claims Authorisation, You must:

1. Advise Your policy number and Vehicle details.
2. Advise the cause of Total Loss.
3. Contact the Claims Administrator as soon as You receive the written offer of settlement under Your Motor Insurance Policy.
4. Supply the following:
 - i. A copy of Your motor insurance schedule including Your Motor Insurance Policy.
 - ii. Purchase invoice.
 - iii. Crime number (if applicable).
 - iv. Finance Agreement with settlement letter (if applicable).
 - v. Vehicle registration document in Your name (V5).
 - vi. Photos of the damaged Vehicle (if applicable).
 - vii. A completed claim form (this will be sent out when Your claim is recorded).
 - viii. Insurance settlement letter (when agreed).
5. Settlement. No benefit shall become payable under this policy until We have received proof to Our satisfaction of:
 - i. Payment of the appropriate premium in respect of the policy.
 - ii. The payment of the claim for Total Loss under the Motor Insurance Policy.
 - iii. Evidence of the Total Loss and the Insured Value as at the Date of Loss.
 - iv. Your policy number and Vehicle details and a copy of Your insurance Policy Certificate.
 - v. Cause of Total Loss.
 - vi. A valid crime reference number in the case of malicious damage or theft.
 - vii. Your contact and payment details for reimbursement.
 - viii. Details of any outstanding finance arrangement including the outstanding balance, remaining term, interest charges.
 - ix. Your original invoice detailing Purchase Price of the Vehicle.
 - x. Any other evidence which may be reasonably required by Us.

For Reimbursement

To allow the Claims Administrator to reimburse You for the approved work You are required to return both the invoice for the completed work and the confirmation form completed with Your account details for reimbursement. Failure to return both documents will delay payment for the approved work.

Consumer Insurance (Disclosure and Representations) Act

1. You must take reasonable care to make sure that all facts and information that You provide to Us at the start of this policy and throughout the life of this policy, are accurate and complete. You must make a fair presentation of the risk to Us. If You fail to exercise reasonable care, We may have a case against You for a breach of the duty of fair presentation if We, but for the breach:
 - (a) would not have entered into the policy at all; or
 - (b) would have done so only on different terms.
2. We may void this policy (which means that We will treat it as if it had not existed from the Start Date of the policy, as the case may be) if You:
 - (a) deliberately or recklessly gave Us inaccurate or incomplete information; or
 - (b) did not take reasonable care to give Us accurate and complete information in circumstances where We would not have issued this policy at all, had We known about such information.
3. In all other cases, if You fail to exercise reasonable care, We may refuse to pay all or part of any Claim. If We would have provided cover to You on different terms, had You provided Us with accurate and complete information, then the policy will be treated as if it had contained such terms. In such circumstances, We will only pay a claim if it would have been covered by a policy containing the different terms, conditions or exclusions that We would have applied.
4. If We would have provided You with cover under this policy at a higher Premium, the amount payable on any claim will be reduced proportionately based on the amount of Premium that We would have charged; for example, We will only pay half of the Claim if We would have charged double the Premium.

General Conditions



Innovative Insurance Solutions

You must comply with the following conditions to have the full protection of Your policy. If You do not comply with them We may at Our discretion cancel the policy or refuse to deal with Your claim or reduce the amount of any claim payment.

1. Duty of Care: You must not continue to drive the Vehicle after any damage or incident if this could cause further damage to Your Vehicle.
2. Fraud: You must not act in a fraudulent manner. If You, or anyone acting for You, makes a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or makes a statement in support of a claim, knowing the statement to be false in any respect; or submits a document in support of a claim, knowing the document to be forged or false in any respect; or makes a claim in respect of any loss or damage caused by Your wilful act, or with Your connivance,

Then:

- i. We shall not pay the claim.
- ii. We may declare the policy void.
- iii. We shall be entitled to recover from You the amount of any claim already paid under the policy.
- iv. We shall not make any return of premium.
- v. We may inform the police of the circumstances.

Where the Claim Administrator is not consulted prior to the insurance payment being made. Confirmation must be received by You the customer from Claim Administrator before the insurance payment is made. Failure to comply will result in the claim being refused.

Cancellation - Cooling Off Period

You have the right to cancel this cover within 30 days of receipt of this document without giving any reason and receive a full refund. You should contact the broker from whom You purchased this policy by recorded delivery letter, fax or email who will arrange the refund. If You wish to cancel this policy after the 30 day cooling off period You must send a recorded delivery letter to the broker from whom You purchased this policy. If You cancel this policy after the 30 day cooling off period You will be entitled to a refund proportionate to the unexpired months remaining in the Return to Invoice cover as shown in Your Policy Certificate as long as You have not made a claim and do not intend to make a claim. There will be an administration fee of £35 deducted from the calculated amount prior to any refund being paid.

When This Policy Will Cease

This policy will cease upon the earliest of:

- a) the expiry of the policy period shown on Your policy schedule;
- b) when the Vehicle has been sold;
- c) Your or Our cancellation of the policy;
- d) if there is a change of, or change in use of, the Vehicle such that it no longer complies with the 'Terms and Conditions' of this policy;
- e) when the aggregated value of claims in any policy period has reached the Market Value (at the point of claim) of the Vehicle;
- f) where the Claim Limit has been reached in respect of a particular claim (cover shall still apply in respect of subsequent claims subject to the Claim Limit).

Fraud, Misinformation and Misrepresentation

If a claim under this policy is fraudulent in any respect, or if fraudulent means are used by You or anyone acting on Your behalf to obtain, or to obtain benefit under, this policy, or if damage is caused by Your or the third parties' wilful act or default, all cover will be forfeited. We will not return to You any payment You have made.

This policy may be voidable at Our discretion in the event of misrepresentation of any facts relevant to a decision by Us as to whether or not Your Vehicle should be protected. You must take reasonable care to answer Our questions fully and accurately and You must take reasonable care to ensure that information You provide is not misleading.

In the event that this policy is voided We will not return to You any payment You have made.

Cancellation by Us

In exceptional circumstances (for example, but not limited to, where You fail to pay the Premium or where You are guilty of material misrepresentation whilst applying for this policy), We may cancel this policy by writing to You at Your last known address advising that all cover will end 30 days after the date of the letter. If there has been no claim (or claim pending) We will calculate the Premium for the period You have been insured and refund any balance less an administration charge of £35. If a claim has been submitted during the current Period of Insurance, no refund will be given.

Change in Circumstances

You must, as a condition of this policy, immediately notify the Administrator about any changes during the Policy Period to the details that You provided to Us for this policy (including, but not limited to, if You change Your address or if You no longer have the Vehicle in Your possession). Please remember that if You do not inform Us of any changes, it may affect any claim that You may wish to make under this policy.

We shall not change the policy wording of this policy without notifying You in writing first. We may need to change the policy wording of this policy because of



Innovative Insurance Solutions

a change in the law or to regulations.

Duty of Disclosure

The policy has been issued based upon information which You have given to Us about Yourself, and Your Vehicle. You have a duty to tell Us immediately of any changes to this information in particular any of the following: change of address, or Use of the Vehicle e.g. being used for private hire, failure to do so may invalidate Your cover under this policy. We will then advise You of any changes in terms.

The Law Applicable to this policy; Your policy will be governed by the law of England and Wales unless You and We have agreed otherwise.

Customer Complaints

Sale:

If you have a complaint regarding the sale of your policy, please refer it to

Nice 1 limited Nice 1 House, Broad Lanes, Bilston, West Midlands, WV14 0RQ

Alternatively, you can contact them by email at support@nice-1.co.uk

Claims:

We will always try to give You a quality service. If You think We have let You down, please write to:

Spectrum Insurance Services, Westthorpe Business Innovation Centre (or BIC), Westthorne Business Park, Killamarsh, S21 1TZ

Alternatively, You can contact them by email at customerservices@spectrumcover.co.uk

Details of Our internal complaint-handling procedures are available on request. If You are still not satisfied, You can contact the Insurance Division of the Financial Ombudsman Service at:

Exchange Tower, London
E14 9SR

You can also contact them on 0800 023 4567 or 0300 123 9123. Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk.

You have the right to refer Your complaint to the FOS, free of charge, but You must do so within six months of the date of Our final response letter.

If You do not refer Your complaint in time, the Ombudsman will not have Our permission to consider Your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Compensation Scheme

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

Language

The policy and associated documentation and all information relating to this insurance communicated to You shall be in the English language.

Law

There is a choice of law applicable to this insurance, but unless otherwise agreed between You and the insurer, English Law will apply.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or intended to mislead, or if any misleading or fraudulent means are used by You or anyone acting on Your behalf to obtain benefit under this insurance, Your right to any benefit under this insurance will end, Your cover will be cancelled and We will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. We may also inform the Police.

Transferring Your Policy

This policy cannot be transferred to any subsequent owner of the Vehicle.



Innovative Insurance Solutions

In the event that the Insured Vehicle is declared a Total Loss by Your Motor Insurance Policy provider or a Third Party's Motor Insurance provider and You are provided with a replacement vehicle as part of a Motor Insurance Settlement, under a manufacturer's or dealer's warranty, or because the Insured Vehicle fails to work as intended, You may transfer this policy to the new or replacement vehicle subject to the following terms & conditions:

- The transfer must occur within 24 months of the Start Date

IMPORTANT: The Start Date and the Period of Cover will remain the same. Irrespective of the invoice price of the replacement vehicle, the original Net Invoice Price will be used to calculate any future claim. If this is unavailable, **Glass's Guide** retail value (calculated from the date the **Insured Vehicle** was purchased) will be used instead. The replacement vehicle will be referred to as the **Insured Vehicle** as of the date of transfer.

How to Transfer

- Write to Nice 1 limited Nice 1 House, Broad Lanes, Bilston, West Midlands, WV14 0RQ
- Alternatively, you can contact them by email at support@nice-1.co.uk within 30 days of the date You take delivery of the replacement vehicle
- Provide a copy of the original purchase invoice for the Insured Vehicle, and;
- Provide a copy of the purchase invoice for the replacement vehicle, or a copy of the V5 document if not available/applicable

You will need to make a payment of £20 to Your broker who will pass this to the Administrator. No transfer fee will be applicable if the Insured Vehicle fails to work as intended or is replaced by the manufacturer or dealer.

You may also transfer the policy to an immediate family member (i.e., parent; spouse; civil partner; son or daughter) without incurring a charge, provided no money is exchanged, the Finance Agreement does not require amending and the new keeper becomes responsible for the upkeep of the Insured Vehicle. Please note that documentary evidence (i.e., proof of address; birth certificate, etc) may be required to support the transfer.

Data Protection Act

We are the **Data Controller** for the data **You** provide to **Us**. **We** need to use **Your** data in order to arrange **Your** insurance and associated products. **You** are obliged to provide information without which **We** will be unable to provide a service to **You**. Any personal information provided by **You** may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** may check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household
- b. Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies
- c. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

We process all data in the UK but where **We** need to disclose data to parties outside the European Economic Area (EEA) **We** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Our** legal position, **We** will retain **Your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data. Under GDPR legislation, **You** can ask **Us** for a copy of the data **We** hold, have it corrected, sent to a third party or deleted (subject to **Our** need to hold data for legal reasons). **We** will not make **Your** personal details available to any companies to use for their own marketing purposes. If **You** wish to complain about how **We** have handled **Your** data, **You** can contact **Us** and **We** will investigate the matter. If **You** are not satisfied with **Our** response or believe **We** are processing **Your** data incorrectly **You** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

Any personal information provided by you may be held by the Insurer in relation to your insurance cover. It may be used by our relevant staff in making a decision concerning your insurance and for the purpose of servicing your cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about you from credit reference agencies, fraud prevention agencies and others to check your credit status and identity. The agencies will record our enquiries, which may be seen by other companies who make their own credit enquiries. We will check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this.



Innovative Insurance Solutions

We and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance claims, for you and members of your household
 - b. Trace debtors, recover debt, prevent fraud, and manage your insurance policies
 - c. Check your identity to prevent money laundering, unless you furnish us with satisfactory proof of identity.
 - d. This may involve the transfer of your information to countries which do not have Data Protection laws.
- Under Data Protection legislation, you can ask us in writing for a copy of certain personal records held about you. A charge will be made for this service.

We may use your details to:

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

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

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

How long do we keep your data?

We will keep your personal data for as long as is necessary for the purposes for which it was originally collected. These purposes can be found in the section 'How will we use your information?'

To ensure the financial integrity of our records held in our databases, we will retain your personal data within those systems indefinitely unless it is deemed unlawful to do so.

Where information has been created based on the data held in those databases, for example reports, documents and spreadsheets, we will retain those records for the longer of seven years from the date that your last claim on the policy was settled or twelve years after the expiry date of your insurance policy.

Your rights relating to your personal data

Our obligations to you

We are obliged to provide you with information on any actions that we have taken in response to any of the following requests.

- Right to have access to your personal information;
- Right to have your personal data corrected or removed if it is inaccurate;
- Right to have your personal data deleted from our systems;
- Right to restrict the processing of your personal data;
- Right to object to the processing of your personal data for communications and marketing;
- Right to have your personal data transferred to another company;
- Right to lodge a complaint with the regulator and/or seek a judicial remedy.

We will respond to you within one month of the receipt of a request unless the number and complexity of the requests made is deemed sufficiently high in which case we may extend this time by a further two months. We will inform you if we need to make use of this additional time and why we need to do so.

We will not charge you for responding to any of these requests unless it can be demonstrated that you are making an excessive amount of repetitive requests or that your request is not based on fact, realistic considerations, or the like. In this exceptional case, we may charge you a reasonable fee or choose to refuse your request.

If you disagree then you may raise your concerns with the Information Commissioner's Office. <https://ico.org.uk/concerns/>

To assist us in responding to these requests, we may ask you to verify your identity to make sure that we do not give your personal data to the wrong person, update your data with details you did not provide or take action on your data that you did not request.

Right to have access to your personal information

You have the right to request a copy of the personal information that we hold about you.

If you would like a copy of some or all of your personal information, please write to us at complaints@taginsure.co.uk or write to the Data Protection Officer at XXXXX

Right to have your personal data corrected or removed if it is inaccurate

It is important to us that your personal information is accurate and up to date.



Innovative Insurance Solutions

If you believe that some information is inaccurate or should be removed, please write to the Data Protection Officer at Acasta Europe Ltd, Anglia House, Carrs Road, Cheadle, Cheshire SK8 2LA with details of your request.

Right to have your personal data deleted from our systems

You can request that we delete your personal data from our systems if you believe that:

- We no longer need to process your personal data in order to provide you with appropriate insurance products and services; or
- We no longer need to process your personal data in order to process any claims you make; or
- We have processed your personal data in a manner which you believe is unlawful; or
- We have to delete your personal data to comply with another piece of legislation.

We may choose to refuse your request if we believe that:

- We have a legal obligation to keep your data; or
- It is required for the purposes of processing outstanding insurance claims; or
- It is required for establishing or defending a legal claim.

If you disagree then you may raise your concerns with the Information Commissioner's Office. <https://ico.org.uk/concerns/>

Right to restrict the processing of your personal data

You can request that we temporarily halt the processing of your personal data if you believe that:

- We should not process your data whilst we are in discussions with you regarding a disagreement over the accuracy of your personal data; or
- We have processed your personal data in a manner which you believe is unlawful but rather than wanting us to delete your data you would prefer us to take another course of action to rectify your issue; or
- We no longer require the data but you do not wish us to remove it from our systems as you require it for establishing or defending a legal claim.

If such a restriction is put in place, then we will not process your data without informing you first that the reason for the restriction has been lifted.

Exceptions to this are that we can continue to process your data as follows:

- Storing your data; or
- Using it for processing any insurance claims that you have made; or
- Using it for the purposes of establishing or defending a legal claim; or
- Using it for the protection of the rights of another person.

If you disagree then you may raise your concerns with the Information Commissioner's Office. <https://ico.org.uk/concerns/>

Right to object to the processing of your personal data for communications and marketing

To provide you with the best service whilst using the mobile app, we would like to send you reminders concerning insurance quotes you may have previously created using the app.

You have a right at any time to stop us from contacting you and if you wish to do so, please update the app.

Right to have your personal data transferred to another company

You have the right to receive a copy of the personal data that you have provided to us, that we process using our computer systems, in a format that can be read by another person's or company's computer system.

You have the right to transfer that copy of your personal information or can request that we do it for you, where it is technically feasible for us to do so.

This right of transfer can be refused if we feel that it would adversely affect the rights of another person.

If you disagree then you may raise your concerns with the Information Commissioner's Office. <https://ico.org.uk/concerns/>

Right to lodge a complaint with the regulator (Information Commissioner's Office) and/or seek a judicial remedy

If we do not take action on your request within one month of its receipt and do not provide you with reasons why then you may lodge a complaint with the Information Commissioner's Office. <https://ico.org.uk/concerns/>

If you believe that the way that we have processed your personal data is not in keeping with current Data Protection legislation, then you may lodge a complaint with the Information Commissioner's Office. <https://ico.org.uk/concerns/>



Innovative Insurance Solutions

If you believe that your rights under current Data Protection legislation have been infringed as a result of the way that we have processed your personal data then you may seek a judicial remedy via the courts. <https://ico.org.uk/for-the-public/compensation/>