policy wording

gap

govivid

Contents

Welcome to GAP Cover by GoVivid

Thank **You** for choosing Return to Invoice and Financial Shortfall GAP Insurance by GoVivid, this insurance policy is a contract between **You**, who is party to the **Finance Agreement** (where applicable) and **Us**. In return for **Your** premium, **We** will indemnify **You** in the event of an insured event occurring in accordance with the terms of this policy document and **Policy Schedule**.

This policy document and **Your Policy Schedule** should be read together as one document. Please keep these documents together in a safe place.

It is important **You** read them carefully to make sure they meet **Your** needs. The **Administrator** and **Us** do not provide advice or a personal recommendation about the suitability of this policy. It is **Your** responsibility to ensure the policy meets **Your** needs. Please also check **Your Policy Schedule** carefully to make sure the information **You** have provided is correct.

You must tell the **Administrator** if this information is wrong, or if it changes. **Our** decision to pay a claim or keep the policy in force may be affected if **You** accidentally or knowingly make a misrepresentation, so please take reasonable care when answering the questions required to obtain a quotation and take out cover.

If any of the information the **Administrator** has recorded is incorrect, or if **You** have any questions about this insurance policy, please contact the **Administrator**.

Contact Information

If **You** have any queries about **Your** policy or wish to make a claim then **You** should contact the **Administrator** at:-

- by telephone on 02031787776, or
- by email to admin@govivid.co.uk, or
- by writing to GoVivid, The Baxter Building, 80 Baxter Avenue, Southend-On-Sea, SS2 6HZ.

Eligibility for Cover

You are eligible for cover from the **Inception Date** of this policy if:-

1. **You** are applying as an individual, **You** are resident in the **UK**; or
2. **You** are applying as a company, that company is registered in the **UK**; and
3. **You** are the **Comprehensive Motor Insurance** policyholder or named on the **Comprehensive Motor Insurance** policy; and
4. During the **Policy Term**, **You** and anyone else driving the **Insured Vehicle** are at all times covered by **Comprehensive Motor Insurance**; and
5. **You** have purchased this policy no later than one hundred (100) days after purchasing the **Insured Vehicle**.
6. The **Insured Vehicle** is under 10 years old and has a **Purchase Price** of £5,000 or more, at the **Purchase Date**; and
7. The **Insured Vehicle** is the sole vehicle listed in the **Finance Agreement** (if any); and
8. The **Insured Vehicle** is a private car or light commercial vehicle not exceeding 3.5 tonnes; and
9. The **Insured Vehicle** is covered by **Comprehensive Motor Insurance** throughout the entire **Policy Term**; and
10. The **Insured Vehicle** is registered in the **UK**; and
11. The **Insured Vehicle** has been purchased from the **Supplying Dealer**.

Please Note: The following vehicles and vehicle uses are NOT eligible for cover:

- Any vehicle that is not a right hand drive vehicle; and
- **Grey Imports**, emergency vehicles, commercial vehicles over 3.5 tonnes, taxis, courier vehicles, buses, minibuses, coaches, trucks, motor homes, trailers, heavy goods vehicles, licensed private hire vehicles, daily rental vehicles, breakdown and recovery vehicles; and
- Vehicles used or insured for hire and reward, dispatch, driving school tuition, chauffeuring, road racing, track days (timed or untimed), rallying, pace-making, speed testing or any other competitive event; and
- Any vehicle that has been **Modified** after the **Purchase Date**.

Meaning of Words

Within this policy certain words have a special or specific meaning. These words will appear in bold in this policy**.**

Administrator

Vivid Uw Ltd, trading as GoVivid. Vivid Uw Ltd are an appointed representative of Iris Insurance Broker Limited and are regulated by the Financial Conduct Authority, Firm registration number 1025234.

Comprehensive Motor Insurance

A policy of road risks motor insurance which covers accidental loss or damage to the **Insured Vehicle** in addition to third party, fire and theft cover.

Dealer Fitted Accessories

Accessories that were fitted by and purchased from the **Supplying Dealer** and that are shown separately on the purchase invoice, up to a maximum of £1,500 including VAT.

Excess

The amount **You** must pay towards any successful claim under **Your Comprehensive Motor Insurance** policy (compulsory and voluntary). Payment of the excess will not include any administration or other fees which **You** may be charged under **Your Comprehensive Motor Insurance.**

Family Member

Your spouse or civil partner, or a parent, grandparent, child, grandchild, brother, or sister.

Finance Agreement

Your credit, hire purchase agreement, or conditional sale agreement (if any) with the **Finance Company** in respect of the **Insured Vehicle**, but not including finance lease or contract hire agreements.

Finance Company
The company, introduced by the **Supplying Dealer**, with whom **You** have a **Finance Agreement** (if any) in respect of the **Insured Vehicle**.

Glasses Guide
An independent vehicle value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing vehicle values.

Grey Import
A vehicle that does not comply with European Community Whole Vehicle Type Approval (ECWVTA) imported into any EU Member State from a non-EU country.

Inception Date
This is the start date of **Your** policy as shown in **Your Policy Schedule**.

Insured Value
The amount **You** receive under the **Comprehensive Motor Insurance** in respect of the **Insured Vehicle**, as a result of a **Total Loss** at the **Loss Date**.

Insured Vehicle
The vehicle purchased by **You** or the **Finance Company** (if appropriate) which meets the eligibility criteria set out in this policy and is specified on **Your Policy Schedule**.

Loss Date
The date of the incident occurring to the **Insured Vehicle** in respect of which a claim for **Total Loss** is paid under the **Comprehensive Motor Insurance**.

Modified
An **Insured Vehicle** that has been altered after the **Purchase Date**, outside of the manufacturer's standard specification, for example engine enhancements or lowering of the suspension.

Negative Equity
Any finance or outstanding debt, including interest charges, due on or carried across to **Your Finance Agreement** from previous finance agreements.

Policy Schedule
The schedule provided to **You** when **You** purchased this policy, which contains **Your** details, details of the **Insured Vehicle** and the **Policy Term**.

Policy Term
The duration of this policy is from the **Inception Date** to the expiry date as detailed on **Your Policy Schedule**. This policy will end at the earliest of any of the below:

- **You** failing to pay **Your** premium when due; or
- **You** or the **Insured Vehicle** no longer meeting the eligibility criteria for **Your** policy; or
- the **Insured Vehicle** being sold, repossessed, disposed of by **You** or the **Finance Company** or transferred to a new owner/registered keeper, other than under the section headed **Transferring Your Policy**; or
- the policy being cancelled by either **You** or **Us;** or
- a **Total Loss** claim being settled by **Us**; or
- the end date of this policy as detailed on the **Policy Schedule**.

Purchase Date
The date on which **You** purchased the **Insured Vehicle**.

Purchase Price
The amount paid to purchase the **Insured Vehicle** including any factory fitted options and **Dealer Fitted Accessories**. This amount will exclude any:

- accessories or items fitted after the **Purchase Date**; and

- discount and/or contribution, road fund license, delivery charges, number plates, new vehicle registration fee, administration fees, fuel, paintwork and/or upholstery protection kits and cherished number plate transfers; and
- insurance premiums (including for this policy), subscription charges or warranty charges; and
- **Negative Equity,** arrangement fees, arrears, interest on late payments; and
- any VAT, if **You** are VAT registered and able to reclaim the VAT element; and
- any other costs or associated fees.

Settlement Figure

Where **You** have a **Finance Agreement**, the amount relating to the **Purchase Price** of the **Insured Vehicle** at the **Loss Date,** that is required by the **Finance Company** to discharge **Your** indebtedness under the **Finance Agreement.** This amount will exclude any:

- **Negative Equity**; and
- credit arrangement fees; and
- statutory rebate of interest as prescribed by existing consumer credit regulations; and
- arrears; and
- interest on late payments; and
- any other costs or associated fees.

Supplying Dealer

A VAT registered dealership that the **Insured Vehicle** was purchased from.

Territorial Limits

The United Kingdom, Ireland, Isle of Man, the Channel Islands, Switzerland, and the countries of the European Economic Area, subject to the **Comprehensive Motor Insurance** being extended whilst **You** are in the European Economic Area.

Total Loss

The actual or constructive total loss of the **Insured Vehicle** as a result of accidental or malicious damage, fire, theft or flood damage, as deemed by the **Comprehensive Motor Insurance** provider on terms that the **Insured Vehicle** becomes the property of the **Comprehensive Motor Insurance** provider.

UK

England, Scotland, Wales and Northern Ireland.

We / Us / Our

Fortegra Insurance UK Limited. Registered in England, No. 15182608. Registered Office: 20 Fenchurch Street, 5th Floor, London, England, EC3M 3BY. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 1007149.

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at https://www.fortegra.eu/solvency-and-financial-condition-report.

You / Your

Any individual or company who is detailed on the **Policy Schedule** and is party to the **Finance Agreement** (if any) and who has applied for this policy and has agreed to pay the premium under this policy.

Total Loss Cover

What is covered

A) In the event of **Total Loss** within the **Territorial Limits, We** will pay up to the claims limit detailed in **Your Policy Schedule**, which will be the greater of:-

1. The amount by which the **Purchase Price** exceeds the **Insured Value** (known as Return to Invoice GAP), or
2. The amount by which the **Finance Agreement Settlement Figure** (if any) exceeds the **Insured Value** (known as Financial Shortfall GAP)**,** or
3. The amount equal to the premium **You** have paid for this policy.

IMPORTANT:

- The **Finance Agreement Settlement Figure** is subject to the **Purchase Price** of the **Insured Vehicle** which excludes certain costs as highlighted under the definition of **Settlement Figure.**
- Any payment of benefit under this policy is conditional upon the **Insured Vehicle** having been deemed a **Total Loss** under the **Comprehensive Motor Insurance**.
- If **You** are entitled to or are offered a replacement vehicle under the terms of the **Comprehensive Motor Insurance**, no benefit is payable under A) 1. or A) 2. above. However, **You** will have the option to either:
    - accept the payment detailed under section A) 3. above and, if applicable, benefit from the **Total Loss Excess** Cover and temporary replacement vehicle; or
    - transfer the remaining cover under this policy to **Your** replacement vehicle.
- If **You** have a **Total Loss** claim, **You** should not accept any offer made under the **Comprehensive Motor Insurance** policy until the **Administrator** has given **You** authority to do so. The **Administrator** may try to negotiate a higher motor insurance settlement on **Your** behalf.
- If there is any sum still owing on **Your Finance Agreement** (if any) after the **Administrator** has settled
- **Your** claim, it is **Your** responsibility to ensure that settlement of this amount is made.

B) **We** will pay any **Total Loss Excess,** up to a maximum of £500, that is applicable under **Your Comprehensive Motor Insurance** where it cannot be recovered from any liable third party.

C) **We** will pay a contribution towards a temporary replacement vehicle in the event of a **Total Loss**. The maximum period **We** will cover for a temporary replacement vehicle is 30 days and for a maximum of £30 per day inclusive of VAT.

Where possible, the **Administrator**, on **Our** behalf, will arrange a third party to provide **You** with a temporary replacement vehicle which will be up to a maximum of 2000cc and could be of any make or model available at the time.

Where the **Administrator** cannot arrange for a third party to provide a temporary replacement vehicle, **You** may arrange **Your** own temporary replacement vehicle with a VAT registered company, subject to authorisation from the **Administrator**. In this instance, **You** must obtain approval from the **Administrator**, pay for the temporary replacement vehicle in the first instance and send the **Administrator** a copy of the relevant invoice.

This benefit will start from the date upon which the **Administrator** receives confirmation of a **Total Loss** from the **Comprehensive Motor Insurance** provider and will end at the earlier of:

- When **Your Total Loss** insurance claim is paid; or
- When the **Insured Vehicle** is replaced by **You**, the **Comprehensive Motor Insurance** provider or any other third party**; or
- At the end of thirty (30) days.

**** You must notify the Administrator within 24 hours of the Insured Vehicle being replaced, by telephone on 02031787776.**

IMPORTANT:

- It is **Your** responsibility to meet all requirements and obligations when entering into an agreement with a third party to provide a temporary replacement vehicle, including but not limited to:
    - any minimum or maximum age eligibility criteria or any licensing or insurance requirements; and
    - the cost of any upfront fees, deposits, excess mileage charges, toll fees and fares, delivery or collection charges, fines, fuel costs; and
    - any insurance excess payable in the event of a claim arising out of an accident involving the temporary replacement vehicle.

- A temporary replacement vehicle is only available to **You** and **You** are entitled to one (1) claim for a temporary replacement vehicle during the **Policy Term**.

- If **You** are entitled to a temporary replacement vehicle under the terms of the **Comprehensive Motor Insurance**, or under any other policy **You** hold, or where it is possible for **You** to recover the cost of a temporary replacement vehicle from a third party, no benefit is payable for a temporary replacement vehicle under this policy.

Additional Excess Cover

In the event of a successful claim under **Your Comprehensive Motor Insurance** that does not relate to a **Total Loss**, or for glass repair or replacement, and where **Your Excess** cannot be recovered from a liable third party, **We** will provide a reimbursement for the applicable **Excess** payable by **You** up to a maximum aggregate of £500 per annum during the **Policy Term**.

This cover is only provided when the amount of the claim exceeds the **Excess** under **Your Comprehensive Motor Insurance** and following the successful payment of that claim.

What is not covered

1. If at the **Loss Date**, **You**, or anyone insured to drive the **Insured Vehicle** under the **Comprehensive Motor Insurance** is deemed to have been driving:
    a. without a valid licence; or
    b. under the influence of alcohol or drugs; or
    c. whilst disqualified.
2. Where the **Insured Vehicle** is not covered by **Comprehensive Motor Insurance** at the time of the **Total Loss** or where the driver of the **Insured Vehicle** at the **Loss Date** is not covered by **Comprehensive Motor Insurance**.
3. Where the **Insured Vehicle** is covered under any type of **Comprehensive Motor Insurance** policy that is connected with the motor trade.
4. **Negative Equity** provided under the **Finance Agreement,** if any.
5. Where the **Comprehensive Motor Insurance** provider has offered to repair the **Insured Vehicle** and **You** have requested the claim to be dealt with on a **Total Loss** basis.
6. Where **You** are entitled to or are offered a replacement vehicle under the terms of the **Comprehensive Motor Insurance**, no benefit under the section headed What Is Covered A) 1. or 2. will be applicable.
7. Any amount relating to grants, scrappage schemes, cash back schemes and battery hire or leasing.
8. Any deductions made by the **Comprehensive Motor Insurance** provider when calculating **Your Insured Value,** including but not limited to any damage not associated with the **Total Loss** claim or relating to the general condition of the **Insured Vehicle**.

9. Any salvage value of the **Insured Vehicle** where **You** are not required to transfer the ownership of the **Insured Vehicle** to the **Comprehensive Motor Insurance** provider.
10. Any loss directly or indirectly caused as a result of the theft of the **Insured Vehicle** by any person known to **You** who has access to the keys of the **Insured Vehicle**.
11. Any contribution towards a temporary replacement vehicle before the **Administrator** has received confirmation of a **Total Loss** from the **Comprehensive Motor Insurance** provider.
12. Any contribution towards a temporary replacement vehicle after **Your Total Loss** insurance claim is paid.
13. Any contribution towards a temporary replacement vehicle after the **Insured Vehicle** is replaced by **You**, the **Comprehensive Motor Insurance** provider or any other third party.
14. Any contribution towards a temporary replacement vehicle for more than thirty (30) days.
15. Any additional costs or charges incurred by **You** as a result of entering into an agreement with a third party for a temporary replacement vehicle, including but not limited to the cost of any upfront fees, deposits, excess mileage charges, toll fees and fares, delivery or collection charges, fines, fuel costs, and any insurance excess payable in the event of a claim arising out of an accident involving the temporary replacement vehicle.
16. Any reimbursement under the **ADDITIONAL EXCESS COVER** section where:
    a. the value of the claim does not exceed the **Excess** under **Your Comprehensive Motor Insurance**; or
    b. the **Excess** under **Your Comprehensive Motor Insurance** has been waived or reimbursed; or
    c. the claim under **Your Comprehensive Motor Insurance** was for glass repair or replacement; or
    d. the claim under **Your Comprehensive Motor Insurance** was for theft or attempted theft of personal belongings; or
    e. the damage to **Your Insured Vehicle** has arisen during any routine servicing or repair of the **Insured Vehicle**; or
    f. damage to **Your Insured Vehicle** has been caused by or arisen from wilful neglect, abuse, wilful damage or malicious damage, including deliberate acts by **You** or any named driver; or
    g. any contribution or deduction from the settlement of **Your** claim under **Your Comprehensive Motor Insurance** other than the stated **Excess** for which **You** have been made liable.

How to make a Claim

Total Loss Claim

IMPORTANT

You should not accept any offer made by the **Comprehensive Motor Insurance provider** until the **Administrator** has given **You** authority to do so. The **Administrator** may try to negotiate a higher motor insurance settlement on **Your** behalf.

Step 1

Contact the **Administrator** as soon reasonably possible after **You** become aware of a potential **Total Loss** and BEFORE **You** accept any settlement offer from the **Comprehensive Motor Insurance:**

- by telephone on 02031787776 or
- by email at admin@govivid.co.uk

Step 2

The **Administrator** will provide **You** with a claim form**.** Complete all sections of the claim form, ensuring any sections to be completed by others are filled in and return all required information to the **Administrator**.

Please note that the claim form and any other information the **Administrator** may reasonably require must be received within thirty (30) days of the **Loss Date** of the **Insured Vehicle.** If it isn't, the **Administrator** will attempt to assess **Your** claim however it may be difficult for them to investigate and settle **Your** claim adequately.

Additional Excess Cover Claim

Step 1

Contact the **Administrator** as soon as **You** become aware of a potential Additional **Excess** cover claim.

- by telephone on 02031787776
- by email at admin@govivid.co.uk

Step 2

The **Administrator** will provide **You** with a claim form**.** Complete all sections of the claim form, ensuring any sections to be completed by others are filled in and return all required information to the **Administrator**.

You will need to provide the **Administrator** with:

- A copy of the schedule that attaches to the **Your Comprehensive Motor Insurance** showing the **Excess** applicable and the persons covered under **Your Comprehensive Motor Insurance**, and
- A copy of the settlement letter from **Your** motor insurer, showing the incident date, **Settlement Figure** and **Excess** applied.

Please note that the claim form and any other information the **Administrator** may reasonably require must be received within thirty (30) days.

Points to note about the claims process

- **We** reserve the right to subject the **Insured Vehicle** to an independent assessment.
- At the time of a **Total Loss** claim the **Administrator** must receive evidence of the purchase of the **Insured Vehicle**. Such evidence must include the original or a clear bona fide copy of the original printed purchase invoice of the **Insured Vehicle**. The invoice must detail the **Supplying Dealer**'s name, address and VAT registration number and must show the full basic cost of the **Insured Vehicle** and the breakdown of all items, ancillary to the **Insured Vehicle** or not.
- Where the **Administrator** authorises **You** to arrange a temporary replacement vehicle, **You** must do so with a VAT registered company, and **You** must pay for the vehicle hire in the first instance and send the **Administrator** a copy of the relevant invoice.
- **We** or the **Administrator** may obtain and share information concerning any claim **You** may make against this policy or any corresponding road risks insurance claim **You** have made, with the **Comprehensive Motor Insurance** provider(s), the **Supplying Dealer** of the **Insured Vehicle** or **Your Finance Company** (if any), for the purposes of administering **Your** policy and claim.
- In the event of a claim, any premiums due will be deducted from the amount payable by **Us** under this policy.

Policy Conditions

- The maximum benefit payable by **Us** in respect of the **Insured Vehicle** is detailed on the **Policy Schedule**.
- If **You** are covered by any other insurance or warranty for the same or similar benefit(s) provided under this policy, then **We** will only be responsible for paying a fair proportion of any benefit which **We** would otherwise

be due to pay.
- This policy shall not acquire a surrender value.
- It shall not be possible for **You** to assign or change the benefits of this policy in any way whatsoever, other than as described in the section headed Transferring Your Policy.
- **We** have the right to take proceedings in **Your** name, in order to recover for **Our** benefit, the amount of any payment made under this policy.
- **You** must notify the **Administrator** as soon as possible if any of **Your** details change during the **Policy Term**.

Transferring Your Policy

This **Policy** cannot be transferred to another **Insured Vehicle** or to any subsequent owner of the **Insured Vehicle** except in the following circumstances:

1. Where ownership of the **Insured Vehicle** is transferred to a **Family Member** then cover may be transferred so long as that **Family Member** meets the eligibility criteria in the section headed Eligibility.

2. Where **You** are entitled to or are offered a replacement vehicle under the terms of the **Comprehensive Motor Insurance,** and no benefit has been paid by **Us** under the **Total Loss** Cover Section, **You** will be entitled to transfer the remaining cover under this policy to **Your** replacement vehicle so long as the replacement vehicle meets the eligibility criteria in the section headed Eligibility.

If **You** wish to transfer **Your** policy, please contact the **Administrator**:

- by telephone on 02031787776, or
- by email to admin@govivid.co.uk, or
- by writing to GoVivid, The Baxter Building, 80 Baxter Avenue, Southend-On-Sea, SS2 6HZ.

You must make a written request to the **Administrator** for this policy to be transferred within thirty (30) days of taking delivery of the replacement vehicle from the **Comprehensive Motor Insurance** or transferring the **Insured Vehicle** to a **Family Member.**

Your replacement vehicle will be subject to the same terms and conditions as the original **Insured Vehicle**. In the event of a claim on **Your** replacement vehicle **We** will not be liable for any amount which exceeds **Our** liability under the original terms of this policy.

Cancelling Your Policy

You can cancel **Your** policy at anytime and **Your** premium refund rights are as follows:-

- If **You** have made a successful claim under **Your** policy **You** won't be entitled to a premium refund,
- If **You** cancel within 30 days of the policy **Inception Date** and **You** haven't made a successful claim under **Your** policy then **You** will be entitled to a full premium refund.
- If **You** cancel after 30 days from the policy **Inception Date** and **You** haven't made a successful claim under **Your** policy then **You** will be entitled to a pro rata refund less a policy administration fee of £25.

Illustration of Pro rata refund

Premium Paid	£200
Policy Start date	01/01/2025
Policy Term	36 months
Policy Scheduled Expiry Date	31/12/2027
Early Cancellation Date	14/06/2026
Pro Rata refund due after deduction of £25 administration Fee	£78.47

If **You** wish to cancel **Your** policy **You** should contact the **Administrator**:-

- by telephone on 02031787776, or
- by email to admin@govivid.co.uk, or
- by writing to GoVivid, The Baxter Building, 80 Baxter Avenue, Southend-On-Sea, SS2 6HZ.

What to do if You have a Complaint

The **Administrator** handles all complaints relating to this policy on **Our** behalf. If **You** wish to make a complaint, please do so:

- by telephone on 02031787776, or
- by email to complaints@govivid.co.uk, or
- by writing to GoVivid, The Baxter Building, 80 Baxter Avenue, Southend-On-Sea, SS2 6HZ.

The **Administrator** will acknowledge **Your** complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the **Administrator** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why. In this case, or if **Your** complaint is not resolved to **Your** satisfaction, the **Administrator** will advise **You** of **Your** rights to refer **Your** complaint to The Financial Ombudsman Service, free of charge:

- by submitting **Your** complaint online – please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT: The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case.

Following this complaints procedure does not affect **Your** legal rights.

Third Party Rights

Except where otherwise required by law, **You** and **We** have agreed that:

- it is not intended for any third party to this policy to have the right to enforce the terms of this policy; and

- **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.

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, **We** cannot meet **Our** liabilities under this policy. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk. The FSCS can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/.

Sanctions

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.

Applicable Law

This policy shall be subject to the law of England and Wales, unless **We** and **You** agree otherwise.

Data Protection

Fortegra Insurance UK Limited (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data.

How We Use Your Personal Data

We may **us**e the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may collect and use special categories of data from **You** for the purpose of identifying vulnerable c**us**tomer based on substantial public interest under Schedule 1(20) DPA 2018. **We** may also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer **Your** personal data to destinations outside of the UK or the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the UK or EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiration of the policy, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at https://www.fortegra.eu/privacy-policy. Alternatively, please contact The Data Protection Officer, Fortegra Insurance UK Ltd, 20 Fenchurch Street, 5th Floor, London, EC3M 3BY or via email at dpofficer@fortegra.eu

we've got you covered

govivid

0203 178 7776 | info@govivid.co.uk | www.govivid.co.uk
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