

INTRODUCTION

YOUR INSURANCE COVER

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.

It is important **You** read them carefully to make sure they meet **Your** needs. Please also check **Your Certificate of Insurance** carefully to make sure the information **You** have given **Us** is correct.

BASIS FOR THIS INSURANCE COVER

All information supplied by **you** in connection with **your** application for insurance cover including any proposal form, application form or otherwise and supplied by or on behalf of **you** will be incorporated into and form the basis of this insurance cover. It shall be a condition of this insurance cover that all such information is true so far as it is within **your** knowledge.

In the event of a breach of any provision of this section, and without reducing any of **our** rights **we** may:

- a) in a case of a breach of condition, cancel **your** insurance cover with effect from the date of the breach or inception of **your** insurance cover, whichever is the later; or
- b) reject or reduce claims connected with the breach and continue **your** insurance cover on such terms as **we** may determine.

PRIVACY

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

- a) **your** application or other forms;

- b) **your** transactions with **us**, **our associates**, or others; and
- c) consumer reporting agencies.

We do not disclose any non-public personal information relating to **you** to anyone except as is necessary in order to provide **our** products or services to **you** or otherwise as it is required or permitted by law (eg., a subpoena, fraud investigation, regulatory reporting etc.).

We restrict access to non-public personal information relating to **you** to **our** employees, **our associates**, **our associates'** employees or others who need to know that information to service **your** account. **We** maintain physical, electronic, and procedural safeguards to protect **your** non-public personal information.

Consumer Insurance (Disclosure and Representations) Act 2012

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

- I. Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of

Your application for cover under the policy;

- II. To make sure that all information supplied as part of **Your** application for cover is true and correct;

- III. 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.

1. DEFINITIONS

Please see below definitions of words and terms which are used in **Your Policy**. If **We** explain what a word means, that word has the same meaning wherever it appears in **Your Policy** or **Certificate of Insurance**. These words are highlighted in bold throughout **Your Policy**.

Administrator: Aequitas Automotive Limited. Telephone Number: 0800 195 4926 or 0151 647 7556.

Certificate of Insurance: The document providing details of the cover **You** have selected.

Claims Administrator: Spectrum Insurance Services Ltd, Westthorpe Business Innovation Centre, Westthorpe Business Park, Killamarsh, Sheffield, S21 1TZ. Tel: 0114 321 9877

Class One Business Use: Driving to and from **Your** usual place of work, as well as driving to other sites. This does not include commercial use (such as deliveries), or door-to-door selling.

Excess: The total amount **You** are required to pay in the event of a **Successful Claim** as detailed in **your Primary Insurance Policy**. For clarity, this is both voluntary and compulsory **Excess**.

Incident: A claim occurrence under **Your Primary Insurance Policy** during the **Period of Cover**.

Insurer: Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218)

Insured Vehicle: The motor vehicle insured by **Your Primary Insurance Policy** for which premiums have been paid and continue to be paid, and can be identified by a certificate of motor insurance.

Motor Trade: A business involving anything to do with cars, motorbikes and vans - such as buying and selling cars, repairing and servicing, valeting, running a garage or MOT centre.

Period of Cover: The term of **Your Policy** as stated in **Your Certificate of Insurance**.

Policy / Insurance Policy: The contract of insurance between **You** and **Us**.

Policyholder: The person/persons named in the **Certificate of Insurance**.

Policy Limit: The maximum reimbursement limit selected by **You**, as shown in **Your Certificate of Insurance**, that **We** will pay during the **Period of Cover** from one or more claims.

Premium: the amount **You** pay for the **Policy**. This is shown in **Your Certificate of Insurance**.

1. DEFINITIONS

Primary Insurance Policy: The motor insurance policy (provided by an insurer who is permitted to underwrite motor insurance in the UK, and is a member of the Motor Insurers' Bureau) on which **You** are named as the policyholder, and which covers the **Insured Vehicle**. Cover will also extend to a temporary replacement vehicle while the **Insured Vehicle** is being repaired as the result of a **Successful Claim**.

Successful Claim: A claim made on **Your Primary Insurance Policy** which is accepted and settled by **Your** insurer and for which there is an **Excess** payable by **You**.

Start Date: the date cover starts, as shown on **Your Certificate of Insurance**.

Terrorism: means any act, including - but not limited to - the use of force or violence of, or the threat thereof, of any person

or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes, including the intention to influence any government to put the public or any section of the public in fear.

Waiting Period: the first 14 days of this **Policy**.

We, Us, Our: Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218); acting as **Insurer**.

You, Your: the person, who is named as the **Policyholder** on the **Certificate of Insurance**.

2. AM I ELIGIBLE FOR COVER?

You are eligible for cover if:

- You** are a permanent England, Scotland, Northern Ireland and Wales resident; and
- You** are over 18 years of age; and
- You** are named as the policyholder under the **Primary**

Insurance Policy on which an **Excess** is payable by **You** in the event of a **Successful Claim**; and

- You** hold a current and valid UK driving licence.

3. WHAT AM I COVERED FOR?

In the event of a **Successful Claim** under **Your Primary Insurance Policy**, **We** will pay **You** the amount of **Excess** you had responsibility for, up to the **Policy Limit** selected, as long as:

- The incident that led to the **Successful Claim** under **Your Primary Insurance Policy** occurred during the **Period of Cover** of this **Policy**; and
- The value of the **Successful Claim** under **Your Primary Insurance Policy** was greater than the value of the **Excess**

payable by **You**.

A choice of maximum **Policy Limits** are provided under this **Policy** - the choices are £250, £500, £750, £1,000 & £1,500. For clarity, this is an overall aggregate **Policy Limit**, and is not per claim. There is no limit on the number of claims **You** can make in any one **Period of Cover**, up to **Your Policy Limit**.

The **Policy Limit** **You** have chosen will be shown on **Your Certificate of Insurance**.

4. WHAT AM I NOT COVERED FOR?

You are not covered:

- If the **Incident** that led to the **Successful Claim** under **Your Primary Insurance Policy** happened before the **Start Date** of this **Policy**; or
- If **You** were aware at the **Start Date** of this **Policy** that you were going to make a claim under **Your Primary Insurance Policy**; or
- For any claim in respect of glass repair or replacement, breakdown or mis fuel; or
- For any **Incident** that occurs during the **Waiting Period** - unless the **Policy** is a renewal, or the **Policy Start Date** is the same as that of the **Primary Insurance Policy**; or
- If no **Excess** has been paid by **You** or no **Excess** has been deducted from the claim settlement by the insurer of **Your Primary Insurance Policy**; or
- If any amount paid by **You** - or deducted from any settlement **You** received - is not stated as an **Excess** under **Your Primary Insurance Policy**; or
- If the **Excess** required from **You** under **Your Primary Insurance Policy** has already been paid by - or recovered from - another party; or
- If the **Insured Vehicle** covered under **Your Primary**

Insurance Policy:

- has been modified from the manufacturer's specification (unless agreed with the provider of **Your Primary Insurance Policy**); or
- is used as a taxi, minicab, courier delivery vehicle, or emergency vehicle; or
- is over 3,500kg gross value weight; or
- is a mini-bus with 19 seats or more; or
- is a quad bike or trike; or
- is used for road-racing, rallying, or any other competitive event; or
- was manufactured for a market other than the UK, and has been subsequently imported - even if the vehicle has received an Association of British Insurer's code; or
- is used for any business use other than **Class One Business Use** - unless **Your Primary Insurance Policy** permits the use of fleet vehicles for commercial travelling; or
- is used for any purpose in connection with the **Motor Trade**; or

4. WHAT AM I NOT COVERED FOR?

9. If the **Insured Vehicle** insured under **Your Primary Insurance Policy** is located outside the United Kingdom - unless this is while **You** are temporarily visiting a country outside the United Kingdom, and this visit is covered by **Your Primary Insurance Policy**; or

10. For any claim caused by war, invasion, act of foreign enemy, hostilities (whether war is declared or not), military force or coup, civil war, rebellion, revolution, riot or civil commotion, **Terrorism**; or

11. For any claim arising from damage or destruction caused by,

contributed to, or arising from ionising

radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

12. For any claim caused by an accident where the driver of **Your Vehicle** is under the influence of alcohol or drugs - unless taken under the direction of a doctor in the prescribed manner and dosage, and not against advice given regarding consumption and driving.

5. HOW DO I MAKE A CLAIM?

If **You** need to make a claim, **You** should contact **Us** as soon as possible.

Please follow these simple steps:

1. Spectrum Insurance Services Ltd

By telephone: **0114 321 9877** or by email: claims@spectrumcover.co.uk as soon as possible (and in any event within 30 days of the claim on the **Primary Insurance Policy** being settled) of an **Incident** in order to notify **Us** and provide **Us** with details of the Incident likely to give rise to a claim under this **Policy**.

2. Gather information

To process **Your** claim quickly, **We** will need information about the circumstances that led to **Your** claim. The information required will be confirmed when **You** contact **Us**, and may include any or all of the following:

- A copy of **Your Primary Insurance Policy** and schedule

- Proof that **You** have made a **Successful Claim** on the **Primary Insurance Policy**
- Proof of the **Excess** that **You** have paid, or that **Your** insurer has deducted from the settlement of the **Successful Claim**
- A copy of **Your Excess** receipt from the repairer
- A copy of the final settlement letter from the provider of **Your Primary Insurance Policy** showing the **Excess** applied
- A crime number, in the case of theft, attempted theft, loss or damage caused by an uninsured or unidentified third party, or malicious damage

3. Submit your claim

Please provide any requested documents and information to support **Your** claim as directed by Spectrum Insurance Services Ltd.

6. GENERAL CONDITIONS

Applies to all sections of this **Policy**.

1. Keeping to the terms of the Policy

- **We** will only provide **You** with the cover described in the **Policy** and shown on **Your Certificate of Insurance** if:
- **You** pay the **Premium** on the agreed date; and
- when making a claim, **You** meet all the conditions as far as they apply; and
- **You** have taken reasonable care to ensure that declarations made, information given to **Us** orally, electronically or in writing which form the basis of this **Policy**, are complete, accurate and true.

2. When the Policy and cover ends

This **Policy** will end automatically at the earliest of the following events:

- The **Period of Cover** of **Your Policy** has completed.
- **You** don't pay for **Your Policy**.
- **You** or **We** cancel the **Policy**.
- Claim payments have been made up to the maximum value of the **Policy Limit**

3. Cancelling Your Policy

You can cancel **Your Policy** within 14 days from:

- the day of the conclusion of the contract; or
- the day on which **You** receive the contractual terms and conditions, if that is later than the date referred to above.

We will refund any **Premium You** have paid unless **You** have made a claim and settlement terms are subsequently agreed.

After 14 days, provided that no claim has been made, **You** may cancel this **Policy** and receive a pro rata refund of the **Premium** paid for each unexpired months cover, calculated from the date the cancellation request is received by **Us**.

We may cancel this **Policy** by giving **You** 30 days' notice in writing where there is a valid reason for doing so. Valid reasons may include but are not limited to:

- If **We** suspect fraudulent activity.
- If **You** are not complying with the terms and conditions of the **Policy**.
- If **You** use threatening or abusive behaviour towards our staff or suppliers.
- A cancellation letter will be sent to **You** at **Your** last known address, and:
- any **Premium You** have paid for the period after the cancellation will be refunded to **You**; and

6. GENERAL CONDITIONS

- **We** will pay any valid claim occurring before the cancellation date.

If **You** choose to cancel **Your** insurance, simply return **Your Certificate of Insurance** marked 'Cancelled' to:

Spectrum Insurance Services Ltd

Westthorpe BIC, Westthorpe Business park, Killamarsh, S21 1TZ.

Alternatively, you can contact Spectrum Insurance Services Ltd on 0114 321 9876 or e mail customerservices@spectrumcover.co.uk

4. Fraud

If **You** - or anyone acting on **Your** behalf - make a claim which is at all false or fraudulent, or support a claim with any false or fraudulent document, device or statement, then **We** will not be liable to pay the claim. **We** may recover any claim sums already paid and **We** may, after giving notice, terminate the **Policy**.

If **You** fraudulently provide **Us** with false information, statements or documents, **We** may record this on anti-fraud databases, and **We** may also notify other organisations.

5. Choice of law

All aspects of this contract of insurance - including negotiation and performance - are subject to English law and the decisions of the English courts.

6. Rights of Parties

A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 - or any subsequent legislation - to enforce any term of this **Policy**, but this doesn't affect any right or remedy of a third party which exists, or is available, apart from such Act.

7. Other insurance

If **You** have other insurance that provides the same or similar types of cover, **You** must tell **Us** when **You** make a claim.

7. TRANSFER OF POLICY

You cannot transfer the **Insurance Policy** to someone else

without notifying **Us** in writing, and receiving confirmation from **Us**.

8. FINANCIAL SERVICES COMPENSATION SCHEME

The **Insurer** is 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 their obligations under this insurance, an **You** may be

entitled to compensation from the Compensation Scheme .

9. DATA PROTECTION

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. 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.

10. MAKING A COMPLAINT

It is **Our** intention to give **you** the best possible service but if **you** do have questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

For complaints regarding the sale of **your** policy. In the first instance please contact:

Head of Customer Services
Aequitas Automotive Limited, 56 Hamilton Square, Birkenhead,
Wirral, Merseyside, CH41 5AS.

Tel. 0800 195 4926

Email: customerservices@aequitas-automotive.co.uk

In all correspondence please state **your** full name, address and registration number.

If **your** complaint cannot be resolved within 5 working days, Aequitas Automotive Limited trading as Total loss gap will pass it to:

Spectrum Insurance Services Limited, Westthorpe Business
Innovation Centre, Westthorpe Business Park, Killamarsh, S21
1TZ

Tel: 0114 321 9680

Email: customerservices@spectrumcover.co.uk

Complaints Handling process will be sent to **you** on request

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London E14
9SR

You can also contact the Financial Ombudsman Service on 0800
023 4567. Website: www.financial-ombudsman.org.uk

(Using this service does not affect **your** right to take legal action.)