



## POLICY SUMMARY

keyfacts®

This is a Key Facts document about the Excess Insurance Policy and does not contain the full terms and conditions of the policy, which can be found in the insurance policy itself. It is important that you read the full policy document carefully if you decide to buy the policy.

### Name of the Insurer

This policy has been supplied to you by Acasta European Insurance Company Limited. This document does not contain the full policy terms and conditions of the Motor Excess Insurance. This document does not override the terms and conditions set out in the policy wording, a copy of which is available on request and which will be sent to you once your application for insurance has been accepted. On receipt of your policy you will have time to decide if you want to cancel the policy.

### Administrator

The Administrator is Motor Products Online Limited ("Administrator"), registered address: 70 Eastbourne Road, Southport, Merseyside, PR8 4DU. Telephone: 01704 320105.

### Type of cover provided

This policy will provide a benefit, in accordance with its terms and conditions and subject to its exclusions if, during the period of insurance, you incur a loss by being subject to an 'excess' which is applicable when you make a valid claim on your Motor Insurance Policy.

This policy allows up to one claim per period of insurance. This means that once a claim has been made the policy will cease and no other claims can be made under the policy.

### Significant features and benefits

- Cover where you suffer a loss when you claim on your Motor Insurance Policy because you have to pay the excess.
- You must have a valid claim on your Motor Insurance Policy and actually incur a loss to be able to claim on this policy.
- You can make one claim per Period of Insurance. If You make a claim, cover will not be in place for the remainder of the Policy
- Cover is provided whilst driving in the European Union provided you are insured and licensed to drive there.

### Summary of significant exclusions and limitations

The following will not be covered:

- Any more than one claim per Period of Insurance
- Any claim where you have not incurred a loss by having to pay the Excess when a claim has been made on your Motor Insurance Policy.
- Any claim where the incident leading to the claim occurred within the first 14 days of the policy. This exclusion does not apply when renewing the policy.

### Duration of policy

Cover will be provided for the period specified in your policy schedule.

### Eligibility

To be eligible for cover under this policy you must:

- Have a valid driving licence.
- You must own the vehicle to be covered (or, in the case of contract hire and leasing contracts, the authorized driver for the Vehicle), and it must have a current MOT.
- You must have a comprehensive or third party fire and theft insurance policy for the covered vehicle.
- The covered vehicle must must weigh 7.5 tons or less; must be a motorcar, motorcycle, motorhome, caravan or a light commercial vehicle; You must not use the covered vehicle for pace making, racing, speed testing, or reliability trials, for emergency services or for hire or reward.
- The covered vehicle must have been purchased by you within England, Wales, Northern Ireland, Scotland, the Channel Islands or the Isle of Man.

### Cancellation

You have the right to cancel this Insurance without liability for the premium within 14 days of the date upon which you receive the Certificate of Insurance provided you have not made a claim. Written notice of cancellation must be given to the insurance broker or agent at the address at which they conducted business with you or to the Insurer in writing. If written notice of cancellation is not given within the 14-day period, then you will be responsible for payment of the premium. If you give due

notice of cancellation, cover under this insurance will cease from the date of delivery or posting of the notice of cancellation.

We may cancel this insurance if in our opinion you have at any time::

- deliberately or recklessly given Us false or incomplete information
- agreed to help anyone try to take money from Us dishonestly,
- failed to meet the terms and conditions of this insurance or
- failed to act honestly towards us.

There will be no refund of any premium paid

Additionally, We can cancel this insurance at any time by giving you at least 14 days' written notice to your last known address and you will receive a pro-rata refund of any premium paid.

### Making a claim

Before any benefit will be paid, the claim will need to be authorised by us or our administrator. You must notify us of a potential claim within 14 days of the incident leading to a claim under your Motor Insurance Policy.

### Complaints procedure

If you have a cause for complaint, you should contact the Administrator, as above. Should you be dissatisfied with their response you may have the right to refer your complaint to the Financial Ombudsman Service. This right is in addition to your legal right as a consumer.

### 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 Insured Person may be entitled to compensation from the Compensation Scheme.

### Law Applicable

The policy shall be subject to the law of England and Wales.

## EXCESS INSURANCE POLICY

### INTRODUCTION

This policy is a contract between you and the Insurer, Acasta European Insurance Company Limited, PO Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar (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. This policy is evidence of a contract of insurance and will only become effective when we have received payment in full.

This policy is in addition to your legal rights and is not to be substituted for the supplier's liability if the Insured Vehicle is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

### OTHER IMPORTANT INFORMATION

Acasta European Insurance Company Limited 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. Acasta European Insurance Company Limited is covered by the Financial Services Compensation Scheme, if it is unable to meet its obligations under this policy, an insured person may

be entitled to compensation from the Scheme. Acasta European Insurance Company Limited address is: P.O. Box 1338, 1st Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

1. Motor Products Online Limited ("Administrator") will administer this Policy for You and will be the point of contact for any queries relating to this Policy. You can contact Motor Products Online Limited at their registered address: 70 Eastbourne Road, Southport, Merseyside, PR8 4DU. Telephone: 01704 320105.

Motor Products Online Limited is an appointed representative of Rest Ashored Limited, who are authorised and regulated by the Financial Conduct Authority (FCA No 732530). You can visit the Financial Conduct Authority's website at [www.fca.org.uk](http://www.fca.org.uk).

2. Where words in this document have been capitalised, such as 'Policy Schedule', it means they have been given a special meaning which is explained in the section entitled 'Meaning of Words'. Throughout this document 'We', 'Us', 'Our' or 'Insurer' means Acasta European Insurance Company Limited and 'You' or 'Your' means the Insured.

3. This Excess Insurance Policy comprises of:

- the Policy wording set out in this document, which contains details of the Benefit, terms, conditions and exclusions of this Policy;
- Your Policy Schedule, showing who is covered under the Policy, the Period of Insurance and the maximum Benefit payable; and
- Any additional endorsements.

4. Please read these documents fully and carefully to familiarise yourself with the details of Your Policy, and what is and is not covered.

5. Please note that there are specific conditions and exclusions which apply to specific sections of the Policy and there are general conditions and exclusions which apply to the Policy as a whole. Your Policy Schedule is Your evidence that You have been accepted for cover. This Policy is effective during the Period of Insurance specified in Your Policy Schedule.

6. This Policy will provide the Benefit, in accordance with its terms and conditions and subject to its exclusions, if during the Period of Insurance, You incur a loss by being subject to an 'Excess' which is applicable when You make a valid Claim on Your Motor Insurance Policy.

7. We will pay the Benefit specified in the Policy Schedule attached to and forming part of this Policy subject to:

- payment of the Premium specified; and
- the terms, conditions and exclusions of this Policy.

This Policy is subject to the law of England and Wales.



## POLICY TERMS AND CONDITIONS

### MEANING OF WORDS

Wherever the following words and phrases appear with a capital letter, they will always have the following meanings.

**Administrator:** Motor Products Online Limited, 70 Eastbourne Road, Southport, Merseyside, PR8 4DU.

**Benefit:** means the amount We will pay to You if You make a valid claim on this Policy.

**Claim:** means a valid claim under Your Motor Insurance Policy.

**Covered Vehicle:** Means the vehicle detailed on the Policy Schedule or, a courtesy car if an approved repairer or Your motor insurer have provided a replacement courtesy car for a period of no more than 30 days per annum, during the Period of Insurance, provided that the courtesy car is insured under the same policy of motor insurance as the vehicle named in the Policy.

**Data Controller:** The Insurer, who determines the purposes and means of processing Your personal data.

### 1. WHAT IS COVERED

**1.1** Provided You comply with the terms and conditions of this Policy, the Premium has been paid and any claim is made within the Period of Insurance, subject to applicable exclusions, We will pay You the Benefit when You make a valid Claim on Your Motor Insurance Policy and You incur a loss due to having to pay the applicable Excess.

**1.2** The Covered Vehicle must weigh 7.5 tons or less and be a motorcar, a motorcycle, a motorhome, a caravan or a light commercial vehicle which was purchased by You within England, Wales, Northern Ireland, Scotland, the Channel Islands or the Isle of Man. The Covered Vehicle must have a current MOT at the date of any claim. You must not use the Covered Vehicle for pace making, racing, speed testing, or reliability trials, for emergency services or for hire or reward.

**1.3** The maximum Benefit payable is subject to the Policy Limits as set out in the Policy Schedule. You must notify Us of Your claim under this Policy within 14 days of the incident leading to a Claim on Your Motor Insurance Policy. We shall pay You an amount of Benefit which is equivalent to the actual amount of loss that You incur; this means that We will not pay You an amount which is more than the actual amount of loss that You suffer. The claim on this Policy must be validated by the Administrator or by Us before a Benefit is paid.

**1.4** You must be the registered owner and keeper of the Covered Vehicle (or, in the case of contract hire and leasing contracts, the authorized driver for the Vehicle), and have a valid Motor Insurance Policy for the Covered Vehicle when You make a claim on this Policy. You must have a valid Claim on Your Motor Insurance Policy to be entitled to a Benefit under this Policy; this means that to have a valid claim under this Policy liability must have been accepted (either in part or wholly) by Your Motor Insurer. We shall not pay any Benefit if the repair cost You incur is less than the Excess. The repairs to the Covered Vehicle must have been authorized by Your Motor Insurer as part of Your Claim under Your Motor Insurance Policy.

**1.5** You must have a valid and current driving license (which is valid in the location of the incident) at the time of the incident leading to a Claim (or the named driver in the Motor Insurance Policy must, if they are driving at the time of the incident leading to a Claim) to have a valid claim under this Policy. We will only provide cover for claims where the incident giving rise to a Claim on Your Motor Insurance Policy took place inside the European Union and in the area in which the Covered Vehicle is insured to be driven.

**1.7** Only 1 (One) claim is permitted under this Policy and once you have claimed on this Policy, Your cover will cease.

**1.8** You must inform Us or the Administrator honestly of all the information We request in the application for this Policy and You must tell Us immediately if there is any change to that information.

**1.9** You must take reasonable steps to safeguard the Covered Vehicle against theft, damage, accident or loss.

**Excess:** means the amount which You have to pay under Your Motor Insurance Policy when You make a Claim.

**Motor Insurance Policy:** The Comprehensive or Third Party Fire and Theft Motor Insurance Policy covering You (and any named third party driver) and the Covered Vehicle.

**Motor Insurance Policy Certificate:** The Comprehensive or Third Party Fire and Theft motor insurance certificate provided by Your Motor Insurer, confirming that the Covered Vehicle is validly insured to be driven by You (or the applicable named driver(s)) at the time and location of the incident.

**Motor Insurer:** means the company who provides Your Motor Insurance Policy.

**Period of Insurance:** means the period shown in the Policy Schedule. If You make a claim, cover will not be in place for the remainder of the Policy.

**Policy Limits:** means the maximum amount of Benefit payable under this Policy, as set out in the Policy Schedule.

**Policy Schedule:** means the schedule issued to You by Us, setting out Your name, the Covered Vehicle, the Benefit provided under this Policy, the Policy Limits, the Period of Insurance and the Premium.

**Premium:** The Premium set out in the Policy Schedule.

**Replacement Vehicle:** means a vehicle purchased by You in the event of a Total Loss to replace the original Covered Vehicle.

**Territorial Limits:** means Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and member countries of the European Community.

**Total Loss:** means where the Covered Vehicle is deemed beyond economic or constructive repair under Your Motor Insurance Policy, with the Covered Vehicle being surrendered to the Motor Insurer or otherwise, and a total loss payment being made to You.

**We/Us/Our/Insurer:** Acasta European Insurance Company Limited.

**You/Your/Insured:** means the policyholder named on the Policy Schedule.

### 2. WHAT IS NOT COVERED

2.1 This Policy shall not provide a Benefit:

- a) if You have not or do not comply with the terms and conditions of this Policy;
- b) if You have not paid the Premium;
- c) if You do not comply with the terms and conditions of Your Motor Insurance Policy;
- d) for any loss (or part thereof) incurred by You which is in excess of the Policy Limits;
- e) for any loss (or part thereof) incurred by You due to an Excess on Claims for windscreen, glass or personal effects; or loss incurred when You have mis-fuelled or broken down;
- f) if You incur loss due to contribution to costs or paid towards settlement of Your Claim, other than the stated Excess under Your Motor Insurance Policy for the Covered Vehicle;
- g) if You do not have a valid Claim under Your Motor Insurance Policy;
- h) if the repairs to the Covered Vehicle have not been authorised by the Your Motor Insurer as part of a valid Claim under the Motor Insurance Policy;
- i) if the claim under this Policy is not validated by Us or Our Administrator;
- j) You are not the registered keeper of the Covered Vehicle (or, in the case of a courtesy car or contract hire and leasing contracts, not the authorized driver for the Vehicle), and/or have failed to maintain a valid Motor Insurance Policy in Your name for the Covered Vehicle;
- k) if the repair cost is lower than the value of the Excess and accordingly there is no liability for the Motor Insurer (meaning there is not a valid Claim under Your Motor Insurance Policy);
- l) if a third party has waived Your liability to pay the Excess or has reimbursed the Excess that You have paid;
- m) if the date of the incident leading to a Claim under Your Motor Insurance Policy is outside the Period of Insurance shown on the Policy Schedule;
- n) if Your claim under this Policy is not notified to Us or the Administrator within 14 days of the incident leading to a Claim on Your Motor Insurance Policy;
- o) if You or Your Motor Insurer can recover the Excess from a third party, We will pay any approved claim, but then reserve Our rights under section 5 of these terms and conditions;
- p) if the Covered Vehicle is not a motorcar, motorcycle, motorhome, caravan or light commercial vehicle;
- q) if the Covered Vehicle is over 7.5 tonnes gross weight;
- r) the Covered Vehicle was purchased by You outside England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man;

- s) if You do not have a valid MOT certificate (if applicable) at the time of a claim under this Policy;
- t) if the incident giving rise to the Claim took place outside the European Union and/or outside the area in which the Covered Vehicle is insured to be driven under Your Motor Insurance Policy;
- u) if the Covered Vehicle is being used for pace making, racing, speed testing or reliability trials, by the emergency services or for hire or reward;
- v) where the Claim was caused directly or indirectly by war, hostilities (whether war be declared or not), terrorist activity, revolution, military or usurped power, civil commotion or any similar event; radiation or contamination or the effects of radiation;
- w) Your Insurance may terminate if You or anyone representing You deliberately or recklessly defrauds or misleads the Insurer or Us;
- x) if You make a claim outside the Period of Insurance;
  - aa) if You, or anyone else insured to drive the Covered Vehicle under the Motor Insurance Policy, makes a claim without holding a current and valid driving license for the location of the incident leading to the Claim.
  - bb) where the incident leading to a Claim is within the first 14 days of inception of the Policy. This exclusion will only apply to the first year of the Policy, and not to any renewal of the Policy thereafter.
  - cc) where the courtesy car has been provided to You:
    - i) by any party other than and approved repairer or your motor insurer.
    - ii) for more than 30 days at the time of the incident giving rise to Your Claim.
    - iii) with any motor insurance cover other than your usual Motor Insurance Policy.

IT IS A CONDITION of this Policy that if within a period of 12 months following payment of a claim under this Policy, it is discovered or otherwise determined that payment made to You should not have been made due to the application of one of the above exclusions, then You shall repay such payment to the Insurer forthwith.



## POLICY TERMS AND CONDITIONS

### 3. GENERAL TERMS AND CONDITIONS

**3.1** You must pay the Premium to Us, as set out in the Policy Schedule. Unless otherwise agreed in writing, You shall be covered by this Policy from the start date of the Period of Insurance. We shall not pay any Benefit under this Policy until the Premium has been paid in full.

**3.2** You must comply with all the terms and conditions of this Policy and You must comply with the terms and conditions of Your Motor Insurance Policy before a claim under this Policy will be paid.

**3.3** Any claims shall be made in accordance with the section below 'Claims Procedure', in respect of any loss incurred by You as a result of an Excess applicable in making a Claim on Your Motor Insurance Policy

**3.4** If You receive any monies (whether from some other insurance, or any other third party) in respect of which You have received Benefit under this Policy, these monies shall be paid forthwith to Us.

**3.5** Upon payment of a Claim, We shall be subrogated to:

- all Your rights of recovery of the sums included therein;
- all Your rights, title and interest in, and right to receive payments of all or part of the Claim; and
- You shall execute and deliver all documents and instruments and do whatever is reasonably necessary to secure subrogation and other recovery rights for Us upon payment of a Claim. You shall do nothing to prejudice Our rights.

**3.6** This policy is NOT transferrable, other than as outlined in the "Transfer of Cover" section of this policy.

**3.7** We shall be entitled to apply the principle of rateable proportion to the cumulative value of loss under this insurance, should another policy of insurance protecting You be in existence.

### 4. CLAIMS PROCEDURE

IT IS A CONDITION of this Policy that, before We will provide a Benefit, You shall provide the information and evidence that We/Our Administrator reasonably request to allow Us to validate Your claim on this Policy.

**4.1** On the occurrence of an incident that may lead to a valid Claim under Your Motor Insurance Policy, and consequently a claim under this Policy, You shall:

- notify Our Administrator of the Claim on Your Motor Insurance Policy as soon as possible, and in any event within 14 days of the date of incident giving rise to the Claim;
- provide Our Administrator with full details of the party(ies) at fault for the incident leading to the Claim (be it You and/or any third party(ies)); this includes (but is not limited to) driver, passenger and witness names and addresses, vehicle registration numbers, make and model of vehicles involved and the applicable motor insurers;
- confirm Your Motor Insurer's acceptance for repairs to be completed;
- arrange for repairs to be carried out;
- supply the following documents to Our Administrator:
  - evidence of acceptance of Your Claim under Your Motor Insurance Policy by Your Motor Insurer and authorisation from the insurer to proceed with repairs. This evidence should also detail the Excess payable by You
  - a copy of the repair invoice issued
  - a completed claim form will be required in all cases, together with full original supporting evidence to substantiate the loss You have incurred, such as Your Motor Insurance Policy, receipts and reports.

**4.2** You must take all reasonable steps to avoid or minimise any claim.

**4.3** We shall not pay any Benefit if the repair cost You incur is less than the Excess. The repairs to the Covered Vehicle must have been authorized by Your Motor Insurer as part of Your Claim under Your Motor Insurance Policy.

### 5. SUBROGATION

We, at Our own expense, may take such proceedings as We think fit to enforce any rights and remedies against or obtain relief or indemnity from other parties to which We shall be or may become entitled or subrogated to under this Policy and You at Our request and expense shall do such acts and things as may be reasonably required by Us for that purpose.

### 6. OTHER INSURANCES

We will not cover You if the Excess is covered by any other policy, guarantee or warranty. This means that if any loss You incur is insured by or would, but for the existence of this Policy, be insured by any other Policy, except in respect of any amount beyond the amount payable under such other Policy, or which would have been payable under such other Policy had this Policy not been effected.

### 7. PERIOD OF INSURANCE

**7.1** The Period of Insurance is set out in the Policy Schedule. We reserve the right to refuse to renew the insurance.

**7.2** In the event of a claim under this Policy the cover will automatically cease once the claim has been paid.

### 8. THIRD PARTIES

**8.1** Except for other members of the Acasta group of companies, a person or company who was 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 does not affect any right or remedy of a third party which exists or is available apart from such Act.

**8.2** You must tell Us If You have other insurance that provides the same or similar types of cover as this Policy. We will not pay more than Our share of any claim if this is covered by other insurance.

### 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:

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

We process all data in the UK but where We need to disclose data to parties outside the 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.



## POLICY TERMS AND CONDITIONS

### 10. CHANGES TO THIS POLICY

**10.1** We shall not change the terms and conditions of this Policy without notifying You in writing first.

**10.2** We may need to change the terms and conditions of this Policy because of a change in the law or to regulations.

**10.3** You may make a request to the Administrator to make changes to this Policy.

### 11. CANCELLATION RIGHTS

You have the right to cancel this Insurance without liability for the premium within 14 days of the date upon which you receive the Certificate of Insurance provided you have not made a claim. Written notice of cancellation must be given to the insurance broker or agent at the address at which they conducted business with you or to the Insurer in writing. If written notice of cancellation is not given within the 14-day period, then you will be responsible for payment of the premium. If you give due notice of cancellation, cover under this insurance will cease from the date of delivery or posting of the notice of cancellation.

We may cancel this insurance if in our opinion you have at any time:

1. deliberately or recklessly given Us false or incomplete information
2. agreed to help anyone try to take money from Us dishonestly,
3. failed to meet the terms and conditions of this insurance or
4. failed to act honestly towards us.

There will be no refund of any premium paid

Additionally, We can cancel this insurance at any time by giving you at least 14 days' written notice to your last known address and you will receive a pro-rata refund of any premium paid.

### 12. APPLICABLE LAW

This Policy is subject to the law of England and Wales.

### 13. ASSIGNMENT

We may transfer, charge, mortgage, subcontract or deal in any other manner with all or any of Our rights or obligations under this Policy. You may not transfer or assign this Policy.

### 14. SEVERANCE AND WAIVER

**14.1** If any court or competent authority finds that any provision of this Policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other

provisions of this Policy shall not be affected.

**14.2** If any invalid, unenforceable or illegal provision of these Excess Insurance Policy terms and conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original intention.

**14.3** Failure to exercise, or any delay in exercising, any right or remedy provided under this Policy by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under this Policy or by law shall preclude or restrict the further exercise of that right or remedy.

**14.4** A waiver (which may be given subject to conditions) of any right or remedy provided under this Policy or by law shall only be effective if it is in writing. It shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

**14.5** Unless specifically provided otherwise, rights arising under this Policy are cumulative and do not exclude rights provided by law.

### 15. COMPLAINTS PROCEDURE

We will always try to give You a quality service. If You think We have let You down, please write to Us. To enable Us to deal with any concerns swiftly, We have made arrangements for these to be dealt with in the UK by Our intermediary Acasta Europe Limited which is authorised and regulated in the UK by the Financial Conduct Authority

Website: [www.acastaeurope.co.uk](http://www.acastaeurope.co.uk). Please write to: Acasta Europe Limited, 1 Riverview, The Embankment Business Park, Heaton Mersey, Cheshire. SK4 3GN

Or You can either email Us at [info@acastaeurope.co.uk](mailto:info@acastaeurope.co.uk) or phone Us on 0800 668 1178. Details of the Acasta Europe Limited 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

### 16. TRANSFER OF COVER

a) If the Covered Vehicle is sold or transferred by You to another person, the new owner and registered keeper of the Vehicle may apply to Our Administrator to have the policy transferred to them. The new owner must, at their own expense, provide the Administrator with:

- I. a copy of the receipt detailing the Vehicle purchase, which should list the Vehicle details (including but not limited to: Vehicle registration, make, model and mileage at time of purchase);
- II. a copy of the V5 transfer document from the Vehicle's previous owner to the new owner;
- III. the new owner's full name and address;

IV. a £15 transfer fee to the Administrator.

b) If You sell the Covered Vehicle, You may apply to Us to keep the policy and transfer it to Your new vehicle, provided that the new vehicle has been purchased by You. You must, at Your own expense, provide the Administrator with:

I. a copy of the receipt detailing the new vehicle purchase, which should list the vehicle details (including but not limited to: vehicle registration, make, model and mileage at time of purchase);

II. a copy of the V5 transfer document from the vehicle's previous owner to You;

III. a £15 transfer fee to the Administrator.

c) You may not sell the Covered Vehicle with the Voucher to a new owner as well as keep the benefit to apply to Your new Vehicle.

d) If You sell the Vehicle and do not wish to transfer the benefit of the policy, You must notify Us immediately.

e) Any Policy transfer request must be registered with Our Administrator within 30 days of the Vehicle sale; any Voucher transfer request outside of this period will be refused. Any transfer is subject these Excess Insurance terms and conditions.

### 17. 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 Insured Person may be entitled to compensation from the Compensation Scheme.