

## SMARTCARE INSURANCE POLICY

### 1. Understanding your insurance cover

Please read this **policy** carefully to make sure **you** know exactly what **your** insurance covers. If **you** think there is a mistake or **you** need to make changes, **you** should notify the **Administrator** immediately. Failure to provide correct information or inform **us** of any changes could adversely affect **your policy**, including invalidating **your policy** or claims being rejected or not fully paid.

This **policy** is a contract between **you** and **us**, 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 **us** on request.

The **Administrator** is responsible for arranging and administering **your policy**. If **you** have any queries about **your policy**, or wish to make changes, please contact the **Administrator** using the details provided in the **schedule**.

Words in bold typeface in this **policy**, other than in the headings, have specific meanings attached to them as set out in Section 2 of this **policy**.

**We** have supplied this **policy** and other information to **you** in English and **we** will continue to communicate with **you** in English.

### 2. Definitions

Certain words in the **policy** have particular meanings wherever they appear. Defined terms will be bold when used. The words and their meanings are given below. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase which is not defined will have its ordinary meaning.

<b>Accidental</b>	means sudden and unforeseen;
<b>Administrator</b>	means the company responsible for arranging and administering this <b>policy</b> , as stated in the <b>schedule</b> ;
<b>Alloy wheel</b>	means an original alloy wheel that was fitted to <b>your vehicle</b> when <b>you</b> purchased <b>your vehicle</b> and that is on <b>your vehicle</b> throughout the <b>period of insurance</b> , as stated in the <b>schedule</b> ;
<b>Associates</b>	means <b>our</b> subsidiary, parent and or associated companies;
<b>Chip</b>	means a chip on <b>your vehicle</b> not more than 5mm in diameter;
<b>Claims limit</b>	means the maximum number of claims for repairs to <b>your vehicle</b> for <b>minor damage</b> during the <b>period of insurance</b> ;
<b>Class one business use</b>	means driving to and from <b>your</b> usual place of work, as well as driving to other sites, but not including commercial use (such as deliveries), or door-to-door selling;

<b>Data controller</b>	means <b>us</b> , the insurer of this <b>policy</b> , who determines the purposes and means of processing <b>your</b> personal data;
<b>End date</b>	means the date <b>your</b> insurance cover ends, as stated in the <b>schedule</b> ;
<b>Endorsement</b>	means an amendment to the <b>policy</b> after the <b>start date</b> , as agreed by <b>you</b> and <b>us</b> and evidenced in writing;
<b>Incident</b>	means the event which gives rise to the <b>minor damage</b> ;
<b>Interior</b>	means leather or velour upholstery, plastic trim, centre console or dashboard;
<b>Light scratch</b>	means a scratch on <b>your vehicle</b> not more than 30cm in length and 3mm in depth that sits within 2 body panels;
<b>Malicious</b>	means deliberate or intentional;
<b>Minor damage</b>	any <b>chip, minor dent, light scratch, scuffed bumper</b> , scratched or kerbed <b>alloy wheel</b> or an <b>interior</b> tear, perforation or scratch that can be repaired by a mobile repair technician using SCI;
<b>Minor dent</b>	means a dent on <b>your vehicle</b> not more than 30cm in diameter and 3mm in depth that sits within 2 body panels;
<b>Period of insurance</b>	means the period as shown in the <b>schedule</b> from the <b>start date</b> up to the <b>end date</b> ;
<b>Policy</b>	means this document, the <b>schedule</b> and any <b>endorsements</b> ;
<b>Premium</b>	means the amount that <b>you</b> have agreed to pay <b>us</b> in respect of <b>your</b> insurance cover in accordance with the terms of this <b>policy</b> ;
<b>Repairer</b>	means a company authorised by <b>us</b> to carry out a <b>minor damage</b> repair to <b>your vehicle</b> ;
<b>Schedule</b>	means the document titled <b>schedule</b> that includes <b>your</b> name and address, the vehicle covered under this insurance, the <b>premium</b> and taxes and is incorporated in <b>your policy</b> and accepted by <b>us</b> ;
<b>SCI</b>	means a specialist repair technique that restores an eligible area or <b>alloy wheel</b> that has suffered <b>minor damage</b> , as near as possible, to the condition it was before the <b>minor damage</b> occurred;
<b>Scuffed bumper</b>	means a scuffed or dented area on the bumper of <b>your vehicle</b> not more than 30cm in diameter, 3mm in depth and where the bumper is not perforated or cracked;
<b>Start date</b>	means the date this insurance cover commences as shown in the <b>schedule</b> ;
<b>Territorial limits</b>	means the area in which this insurance cover is effective being the United Kingdom;
<b>Vehicle</b>	means the vehicle described in the schedule;
<b>We, us, our</b>	means Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218);

**You, your, insured**

means the person whose name appears as the insured in the **schedule**.

### 3. Eligibility

3.1 **You** are eligible for this insurance cover if:

- (a) **you** are resident in England, Scotland, Northern Ireland or Wales at the **start date** and remain so throughout the **period of insurance**;
- (b) **you** are at least 18 years of age;
- (c) **you** hold a full UK driving licence;
- (d) **your vehicle** is insured for social, domestic and pleasure purposes only, including commuting and traveling to and from a place of work or **class one business use**;

3.2 **You** are eligible for this insurance cover provided that the **vehicle** is not:

- (a) a light commercial vehicle, delivery vehicle, panel van or a vehicle exceeding 3,500kg;
- (b) a motorcycle, scooter, three wheeled vehicle, kit-car or quad bike;
- (c) a caravan or motor home, trailer or boat;
- (d) a vehicle used for hire or reward (for example taxis, self-drive hire or driving schools) or delivery courier;
- (e) a vehicle used in any sort of rally, speed testing, 4x4 off-roading, racing or any kind of competition or trial;
- (f) a vehicle used or any purpose in connection with the motor trade.

### 4. What you are covered for

Subject to the terms and conditions of this **policy** and the **claims limit**, **we** will provide cover for the cost of performing an **SCI** repair for **minor damage** to **your vehicle** if caused by an **accidental incident** or a **malicious** act by a third party.

If **your alloy wheel** is not repairable **we** will pay **you** a contribution towards the replacement of **your alloy wheel** of up to £150 per **alloy wheel**. If **we** make a contribution towards the replacement of **your alloy wheel(s)** each such contribution will count as two claims towards the **claims limit**.

For interior repairs, **we** may make a cash settlement to **you** of up to £100 if **we** are unable to provide a suitable local **repairer**.

If the **minor damage** to **your insured vehicle** cannot be repaired by the designated **repairer**, **we** will at **our** discretion provide a contribution no higher than the **claims limit** towards the cost of repairs carried out by a VAT-registered garage, subject to proof of payment being received.

In the event of multiple cases of **minor damage** being caused by the same **incident**, each repair will constitute a separate claim towards the **claims limit**.

### 5. What you are not covered for

5.1 **You** are not covered for damage:

- (a) that cannot be defined as **minor damage**;
- (b) that was not caused by an **accidental incident** or **malicious** act by a third party;
- (c) that occurs outside the **period of insurance**;
- (d) that occurs to horizontal or flat surfaces such as roofs, bonnets and boot tops (with the exception of stone chip repairs);
- (e) that extends over more than 2 body panels;

- (f) to stickers or decals;
- (g) to handles and locks;
- (h) to beading or moulding (including protective plastic), unless as part of a panel claim and the repair can be completed without the removal of the beading or moulding;
- (i) to self-healing paint, body wrap, chrome illusion paint (two tone finish), matt paint or bespoke paints;
- (j) caused by wear and tear, fading, general pitting, corrosion, discolouration, previous substandard repairs, tar staining or neglect, removal of fixing brackets, general wear, burns or stitching failure; or
- (k) that involves accessories, door mouldings, window mouldings, lights or any sort of window.
- (l) that is greater than 5cm in length for minor damage caused to the interior of your vehicle.

**5.2 You are not covered for:**

- (a) claims relating to any vehicle that is not the **vehicle** stated in the **schedule**;
- (b) claims made or **incidents** occurring within the first 30 days of the **policy**, unless the **vehicle** was new and awaiting delivery prior to the inception of the **policy**;
- (c) claims relating to malicious damage where the **incident** was reported to the Police more than 24 hours after **you** became aware of it;
- (d) **minor damage** covered by any other insurance policy, warranty or guarantee;
- (e) any repair work carried out without prior written authorisation from **us**;
- (f) any costs **you** incur whilst **your vehicle** is being repaired;
- (g) **minor damage** reported to **us** more than 30 days after the **incident**;
- (h) **minor damage** caused outside the **territorial limits** or repairs required outside mainland United Kingdom;
- (i) claims directly or indirectly caused by or contributed to or arising from ionizing radiation contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (j) claims directly or indirectly caused by or contributed to or arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, terrorism, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**5.3 Notwithstanding any provision to the contrary within this this **policy**, this **policy** excludes any Cyber Loss. For the purpose of this exclusion:**

- (a) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
  - a.a.i. the use or operation of any Computer System or Computer Network;
  - a.a.ii. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - a.a.iii. access to, processing, transmission, storage or use of any Data;
  - a.a.iv. inability to access, process, transmit, store or use any Data;
  - a.a.v. any threat of or any hoax relating to (i) to (iv) above;
  - a.a.vi. any error or omission or accident in respect of any Computer System, Computer Network or Data.
- (b) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by **you** or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

- (c) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the net-worked computing devices to exchange Data.
- (d) Data means information used, accessed, processed, trans-mitted or stored by a Computer System.

## 6. General conditions

The following conditions apply to the whole of **your policy**. **You** must keep to its terms and conditions. If **you** do not keep to these conditions, **we** may cancel this **policy**, refuse or withdraw from any claim, claim back from **you** costs paid by **us** during your claim or do all of the above.

- 6.1 If **your vehicle** suffers **minor damage** due to a deliberate or intentional act of a third party **you** must report the **incident** to the Police and obtain a crime reference number.
- 6.2 **You** must take all reasonable steps to prevent any loss or damage.
- 6.3 **We** shall not be liable for any loss in relation to a **vehicle** in which **you** do not have an insurable interest at the time of the loss. If more than one person has an insurable interest in the **vehicle**, **we** will pay up to the amount that represents **your** insurable interest in the **vehicle**.
- 6.4 Repairs can only be carried out on the United Kingdom mainland.
- 6.5 **You** must allow the **us** or the **repairer** access to inspect **your vehicle** if it is the subject of a claim.
- 6.6 **We** reserve the right to settle **your** claim in cash in lieu of arranging a repair of **your vehicle**;
- 6.7 The **policy** will automatically terminate if:
  - (a) **you** dispose of or transfer ownership of **your vehicle** to a third party and **you** do not inform **us** prior to the disposal or transfer;
  - (b) **you** cease to be resident in the United Kingdom;
  - (c) the number of claims **you** have made reaches the **claims limit**.
- 6.8 **You** shall not assign or turn over any right of interest in regard to the **policy** without **our** written consent.
- 6.9 **We** will not pay if **you** have a loss which is covered under any other insurance policies unless the cover provided by those policies is exhausted.
- 6.10 If **we** have been unable to collect the **premium** on the date it is due, **we** will assume that **you** do not want to continue with **your policy** unless **you** tell **us** otherwise, and **we** may cancel **your policy** on that date. Before **we** do, **we** will write to **you** in order to give **you** the opportunity to make the payment, but **we** hold on to the right to cancel if **you** do not make the payment requested. If the **premium** remains unpaid by the date **we** set out in **our** letter, **we** will confirm in writing that **your policy** was cancelled on the date the missed payment was due. If **you** have made a claim, or one has been made against **you** before that date, then the balance of the year's **premium** will become payable.
- 6.11 **We** may at our own expense take such proceedings in **your** name as **we** may 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 under this **policy**.

- 6.12** You must be honest in **your** dealings with **us** at all times. **We** will not pay a claim that is in any way fraudulent, false or exaggerated. If **you** or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a fraudulent, false or exaggerated claim:
- (a) **your policy** may be cancelled
  - (b) **we** may reject **your** claim and any subsequent claims
  - (c) **we** may keep any **premium you** have paid.

**We** have the right to cancel any other products **you** hold with **us** and share information about **your** behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings. If a fraudulent, false or exaggerated claim has been made under any other policy **you** hold with **us**, **we** may cancel this **policy**.

- 6.13** The entire **policy** will be void if **you** have:
- (a) intentionally concealed or misrepresented any material fact or change;
  - (b) engaged in fraudulent conduct; or
  - (c) made false statements relating to this insurance.
- 6.14** This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of third parties) Act 1999.
- 6.15** This **policy** and the **schedule** together with any written statement or other information made or supplied by **you** relating to **your** insurance cover shall constitute the entire contract between **us**. The provisions of the contract are, where their nature permits, conditions precedent to **our** liability.
- 6.16** **We** shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 6.17** This **policy** shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

## 7. Changing your vehicle

- 7.1** **You** are able to transfer the unexpired portion of **your** insurance cover to a new vehicle if **you** sell **your vehicle**, subject to **our** written agreement.
- 7.2** The first transfer is free of charge, subsequent transfers will be subject to a transfer fee of £35 as stated in the **schedule**. If the new vehicle does not meet the eligibility requirements of this insurance, the transfer will be declined and any transfer fee paid will be refunded. If the transfer is declined, **you** have the right, under Section 9 of this **policy**, to cancel the remaining cover.
- 7.3** All transfer requests must be made within 30 days of the date of sale of **your vehicle**. **You** cannot transfer **your** insurance cover if a claim or an incident that may give rise to a claim has occurred.

## 8. Making a claim

Should **you** need to make a claim, please call **us** on 0345 040 5975.

All claims are handled by Acasta Europe Limited which acts as **our** intermediary in the UK. Acasta Europe Limited is authorised and regulated by the Financial Conduct Authority (FCA) (Firm Ref: 599391). Acasta Europe Limited is an agent of Acasta European Insurance Company Limited and in the matters of a claim acts on behalf of Acasta European Insurance Company Limited.

For all claims please contact:

Acasta Europe Limited  
4 Station Road  
Cheadle Hulme  
Cheshire  
SK8 5AE

Tel: 0345 040 5975

Email: [claims@acastaeurope.co.uk](mailto:claims@acastaeurope.co.uk)

If **you** have to make a claim, **you** must contact **us** as soon as **you** can and in any event within 30 days of the **incident**. **We** reserve the right to decline any claim if **you** fail to notify **us** within this time.

**We** will be unable to process **your** claim if **you** do not provide:

- (a) **your** personal and **vehicle** details;
- (b) full details of the damage;
- (c) confirmation that the damage falls within the definition of **minor damage**;
- (d) digital photographs of the damage and documentation to support **your** claim, as requested by the claims handler.

**We** may request that **you** provide additional information which may be reasonably required by **us** to assess the validity of **your** claim.

**We** have access to a nationwide network of approved **repairers** who are familiar with **our** claims and billing procedures. **We** will recommend these repairers wherever possible. If a suitable approved **repairer** cannot be located **we** will agree a suitable alternative with **you**. Costs accepted for repairs in these circumstances will be no more than those charged by **our repairers**.

In some cases it may be necessary to send an independent consulting engineer to inspect **your vehicle** or the **alloy wheel(s)** that are damaged, before **we** can authorise a repair. **We** will make every effort to ensure this happens without any delay or inconvenience to **you**, however **we** will not be liable for any losses **you** incur through any delay caused.

If **you** are not satisfied that the repair has been properly completed do not sign the release form and contact **us** immediately.

#### **Diamond/Laser Cut Alloy Wheel(s)**

It may be necessary for **you** to remove your **alloy wheel(s)** from your **vehicle** so that **we** can collect them and send them to a specialist **repairer**. The repair may take up to 10 working days.

## **9. Cancelling your policy**

If this **policy** does not meet **your** needs and **you** wish to cancel the **policy**, please contact the **Administrator**.

If **you** cancel within 30 days of the **start date** or within 30 days of receiving **your** documents (whichever is the later), **we** will return any **premium you** have paid provided that no claims have been made during that time.

If **you** cancel after this 30 day period, **we** will refund the proportion of any **premium** paid for the remaining **period of insurance** less an administration fee of £35 as shown in **your schedule**, provided that **you** have not made any claim during the **period of insurance**.

**We** have the right to cancel **your policy** at any time by giving **you** 30 days' notice in writing where there is a valid reason for doing so. **We** will send our cancellation letter to the latest address **we** have for **you**. Valid reasons may include but are not limited to:

- (a) where **you** are required, in accordance with the terms of this **policy**, to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that substantially affects **our** ability to process **your** claim, or deal with **your policy**;
- (b) where there are changes to **your** circumstances which mean **you** no longer meet **our** eligibility criteria for providing insurance;
- (c) where **you** have used threatening or abusive behaviour or language or **you** have intimidated **our** employees or the **Administrator's** employees.

If **we** cancel **your policy**, **we** will return the **premium** paid less the amount for the period the **policy** has been in force.

## 10. Complaints

**We** always aim to provide a first class standard of service. However, if **you** are dissatisfied **you** should in the first instance contact the **Administrator** using the details shown in the **schedule** and quoting **your policy** number.

The **Administrator** is empowered to support **you** and will aim to resolve most issues within three working days, following receipt of **your** complaint. If the complaint cannot be resolved within three working days, the **Administrator** will contact **you** to let **you** know who will be dealing with it and what the next steps are. The **Administrator** will keep in regular contact with **you**.

If the **Administrator** cannot complete its investigations within 8 weeks of receiving **your** complaint or if **you** are unhappy with the response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. This is a free and independent service. Referring **your** case to the Financial Ombudsman Service will not affect **your** legal rights.

**You** can contact them by:

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
 Phone: 0800 023 4567  
 Writing to: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**You** can visit the FOS website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 11. Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** obligations under this insurance, **you** may be entitled to compensation from the FSCS. Full details of the cover available can be found at [www.fscs.org.uk](http://www.fscs.org.uk).

## 12. Data Protection

**We** are the **data controller** for the data **you** provide to **us**. **We** need to use **your** data in order to provide **your** insurance.

**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**, the **Administrator** or others; and
- (c) consumer reporting agencies.

**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 **us** in relation to **your** insurance cover. It may be used by **our** employees in making a decision concerning **your** insurance and for the purpose of servicing **your** cover and administering claims.

**We** and other organisations may use the information **you** provide to:

- (a) help make decisions on insurance proposals and insurance claims, for **you**;
- (b) trace debtors, recover debt, prevent fraud, and manage **your policy**;
- (c) check **your** identity to prevent money laundering.

Information may be passed to the **Administrator**, 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** 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 (e.g., 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, the **Administrator** or others who need to know that information to service **your policy**. **We** maintain physical, electronic, and procedural safeguards to protect **your** non-public personal information.

**We** process all data in the UK and Gibraltar but where **we** need to disclose data to parties outside these territories **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 (ICO). **You** can contact them by:

Phone: 0303 123 1113  
Writing to: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

**You** can visit the ICO website at [www.ico.org.uk](http://www.ico.org.uk)