Breakdown Insurance Policy Wording

Contents

Welcome

We are thrilled to welcome You to the SimplyMotorCover family!

Our motor recovery policy is carefully designed to provide You with peace of mind in the event of a vehicle breakdown We have You covered!

Designed to meet the needs of our motorists, this policy ensures You receive prompt and efficient assistance whenever You need it most.

At SimplyMotorCover, we are committed to delivering exceptional service and support, allowing You to travel with confidence. This Policy wording, Your Insurance Product Information Document and Your Policy Schedule should be read together as one document.

It is important You read them carefully to make sure they meet Your needs. Please also check Your Policy Schedule carefully to make sure the information You have provided is correct.

Thank You for choosing SimplyMotorCover.

Any questions?

Please visit www.simplymotorcover.com, or You can email enquiries@simplymotorcover.com

Support for Vulnerable Customers

We understand that everyone's circumstances are different, and sometimes **You** might need extra help to manage your insurance or make a claim. **We're** here to support **You**.

If **You** have a health condition, disability, financial difficulty, or personal situation that makes it harder for **You** to contact **Us** or understand **Your** policy, please let **Your Insurance Administrator** know. **We** will make reasonable adjustments to meet **Your** needs and ensure **You** get the help **You** need.

Examples of how **We** can help include**:**

- Communicating with **You** in a different format (such as large print or email).
- Allowing **You** more time to provide information or make a claim.
- Allowing **You** to nominate someone else to act on your behalf.
- Explaining things clearly if **You** find insurance language confusing.

You can contact **Your** insurance **Administrator** to let us know if you would like additional support:

Live Chat: www.simplymotorcover.com

Email: enquiries@simplymotorcover.com

Post: SimplyMotorCover, Suite F2, The Annex, Seven Hills Business Centre, South street, Morley, Leeds, LS27 8AT

Any information **You** share will be treated sensitively and confidentially and will only be used to make sure **We** can support **You** appropriately.

Demands and Needs

SimplyMotorCover enables You to choose from a range of cover levels and benefits that are designed to meet Your demands and needs.

The Policy Schedule that accompanies this Policy states the cover level and Policy type (Personal or Vehicle Cover) You have selected and the appropriate section(s) from this Policy that apply to You.

The choices You have made will depend on Your personal circumstances; therefore please check Your Policy Schedule to ensure that the cover You have chosen meets Your requirements.

How To Make A Claim

If You have broken down and wish to make a claim, then please call the Claim Handler Call Assist on the following numbers.

Call the 24-hour control centre on: **01206 714853.**

If **you** are deaf, hard of hearing or speech impaired, please send a text message containing **your** full name, policy number, **vehicle** registration and policy postcode to: **07537 404890**

The Claims Handler also recommends using What3Words to help them to pinpoint Your location. More information on What3Words can be found on this website www.what3words.com.

What the Claim Handlers will need if You Breakdown

1. Your name and breakdown insurance Policy number.
2. 2. The insured vehicle's make, model and registration number.
3. The exact location of the insured vehicle, such as the road You are on, the nearest junction, identifiable landmark, etc.
4. What You suspect the nature of the fault is.
5. The telephone number You are calling from.
6. If Your breakdown is as a result of a flat, punctured or blown tyre, the Recovery Operator will require You to have the locking wheel nut or key (where applicable).

Policy Conditions

- The Insured Vehicle must be maintained to a good state of mechanical and electrical repair and must be in a roadworthy condition.
- The maximum we will pay in relation to an Approved Incident is subject to the Claim Limit of £2,000.
- The Insured Vehicle must have been maintained and serviced in line with the manufacturer's guidelines and have a current MOT certificate (where applicable), valid insurance and road tax.
- If requested, You must provide Your Insured Vehicle's valid MOT test certificate (where applicable), proof of service history and/or receipts/ invoices for any work that has been undertaken that may relate to the nature of the Breakdown.
- Any Breakdown as a result of inadequate repair, unsuccessful DIY or any previous Breakdown the Recovery Operator has attended where the fault may be the same, related or similar, and where no remedial action has been taken to correct the fault, shall be attended on a Paid Basis only.
- Any Breakdown for a fault that the Recovery Operator has attended previously and where a repair may not have been undertaken to rectify the original cause of Breakdown will be attended, if possible, on a Paid Basis only. If the Claims Handler provides a Paid Basis recovery service in this instance and You are subsequently able to provide evidence that the original Breakdown cause had been satisfactorily repaired, or it is established that the Breakdown cause is unrelated, the Claims handler will reimburse the cost under the terms of this Policy.
- Attendance by a Recovery Operator cannot be used as a reason by You or any other driver of the Insured Vehicle to avoid the cost of repairing or recovering it.
- We do not accept any liability for any pets, animals or livestock within the Insured Vehicle at the point of Breakdown or during any subsequent recovery (where applicable). If You are travelling with a pet, You must inform the Claims Handler prior to any recovery.
- The Administrator reserves the right to refuse, and/or cancel a Policy if anyone behaves inappropriately towards any of their employees or representatives, including but not limited to, acting in a threatening or abusive manner, whether physically or verbally.
- If anyone deliberately misleads or omits to tell the Claims Handler important details or facts about a Breakdown in order to obtain assistance, the Recovery Operator will not attend a Breakdown, and we may cancel the Policy. If in doing so results in the Recovery Operator attending a Breakdown where they otherwise would not have, You will be retrospectively charged for the attendance.
- Where You have selected a policy with an excess, this will be payable for each claim made under this Policy. The excess amount will be shown on Your Policy Schedule.
- This policy is non-transferable and cannot be transferred to another person.

Please Note:

1. If You have purchased annual European cover, Your Policy allows You up to 90 days European cover with a maximum single Trip duration of 30 days. Any Breakdown that occurs after 30 continuous days in Europe will not be covered, If You have purchased a Single Trip European Policy, Your Policy allows cover for a maximum of 31 days.

2. The recovery operator will charge you a fee of £125 if within the UK or £225 if You are in Europe, in the following circumstances:
    I. You cancel Your recovery after initially calling the Claims Handler; or
    II. You are not with the Insured Vehicle when a Recovery Operator arrives; or
    III. The Insured Vehicle is not in an accessible location when You have informed the Claims Handler otherwise; or
    IV. No fault is found with the Insured Vehicle upon inspection by a Recovery Operator; or
    V. A Recovery Operator is unable to lawfully access the Insured Vehicle, for example if the Insured Vehicle is on private land, such as a campsite.

Please Note:
These fees are payable immediately and may be charged directly by the recovery operator or invoiced to you following the incident.

3. Any repair carried out by a Recovery Operator is deemed a Temporary Repair. The Claims Handler therefore insists that the Insured Vehicle is taken to a garage immediately and any permanent repairs are made. The Claims Handler reserves the right to request evidence of any permanent repairs.

4. If You have purchased Vehicle Cover or Single Trip Cover, You are only covered for the Insured Vehicle that is registered upon taking out the Policy, unless You have notified the Administrator of a change during the Term of the Policy and that change has been accepted by the Administrator.

5. If You have purchased Personal Cover, You and the person(s) stated on the Policy Schedule are covered in any eligible Insured Vehicle.

6. You may change the Insured Vehicle on Your Policy up to 4 times during the Term, however, temporary changes of Insured Vehicle are not permitted within this Policy.

7. If a change of Insured Vehicle takes place during the Term of the Policy, the Inception Period will apply from the date the change takes effect, meaning there will be a period of 24 hours before You, or anyone driving the Insured Vehicle, is able to make a Claim on this Policy.

8. If any of Your details change during the Term of the Policy, such as Your address or vehicle registration, please notify the Administrator immediately.

9. In the event of a Breakdown, a message forwarding service is available where the Claims Handler can contact someone on Your behalf to inform them of Your situation, should You wish.

Important: Breakdowns on a motorway in Europe
On motorways, always use the emergency telephones as these pinpoint Your exact location. The police may arrange for Your recovery from the motorway. In this case, contact the Claims Handler when You reach an ordinary phone or use a mobile. The Claims Handler will assist You from the location where the authorised recovery services have taken You to.

Definitions

Accident – Where the Insured Vehicle is involved in an incident that happens unexpectedly and unintentionally.

Administrator – PlanProtect Limited trading as SimplyMotorCover.

Registered office Suite F2, The Annex, Seven Hills Business Centre, South Street, Morley, Leeds, LS27 8AT, registered in England and Wales (Registered company number 14519486).

PlanProtect Limited is an appointed representative (FRN 988654) of Your Company Matters Limited, a company authorised and regulated by the Financial Conduct Authority (FRN 486123).

Breakdown / Broken Down – Where the Insured Vehicle is immobile and has ceased to function as a result of:

- an electrical or mechanical failure; or
- (within the UK only) misfuelling or running out of fuel or electrical charge; or
- the failure of the Insured Vehicle's battery; or
- a flat, blown or punctured tyre.

Breakdown does not include where the cause is as a result of:

- an Accident, fire or flood; or
- any theft or act of vandalism; or
- not being able to gain access to the Insured Vehicle; or
- not being able to start the Insured Vehicle due to the loss or damage of keys or device used to gain access to the Insured Vehicle or their failure to function.

Please Note:

1. The failure of a component (e.g. heating or air conditioning system) does not constitute a Breakdown unless it results in the Insured Vehicle ceasing to function.
2. The illumination of any of the Insured Vehicle's warning lights will only constitute a Breakdown if the manufacturer's handbook confirms that immediate attention is required, and the Insured Vehicle should not be driven. In all other cases, You need to make Your way to a place of repair, and any Breakdown cover within this policy will not apply.

Caravan / Trailer - Any caravan or trailer that: has a maximum gross weight no greater than 3.5 tonnes, and is no longer than 7 metres (23 feet) in length, excluding draw bar and coupling; and has a maximum width of 2.44 metres (8 feet).

Claim - Any request for assistance, service or a benefit under any section of this Policy.

C**laim Handler** – Call Assist is the appointed claims handler. Their contact number is: **01206 714853**

Excess - The amount You must pay towards a claim where an excess applies. The amount will be shown on Your Policy Schedule.

Europe - For the purpose of this Policy, Europe consists of Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland.

Inception Date - The date Your Policy starts as stated on Your Policy Schedule.

Inception Period - A period of 24 hours from the Inception Date during which You, or anyone driving the Insured Vehicle, are not permitted to make a Claim on this Policy. If a change of Insured Vehicle takes place, a further inception period will apply from the date the change takes effect.

Insured Vehicle - The vehicle which We have agreed to cover and which is shown on Your current Policy Schedule as being covered under this Policy or if You have selected the Personal Cover, the vehicle that You are driving at the time of Breakdown.

Eligible vehicles include any privately owned car, van or motor bike which is owned by You or is Your responsibility and:

- no more than 15 years old at the Policy Inception Date, except where European Cover has been selected, in which case the Insured Vehicle must be no more than 10 years old at the Policy Inception Date;
- are registered in the UK; and
- are maintained and serviced in line with the manufacturer's guidelines; and
- have a current MOT certificate (where applicable), valid insurance and road tax; and have a maximum gross weight no greater than 3.5 tonnes; and
- are no longer than 6 metres in length; and
- have a maximum width of 2.44 metres; and
- are not used for any commercial purpose.

Please note:
Campervans and motorhomes are excluded from this Policy.

Market Value - The cost to replace Your Vehicle with one of the same make, model, age, mileage, and condition, based on independent motor trade valuations at the time of the insured event. This may differ from the price You paid or the cost of a new vehicle.

Misfuel, Misfuelled, Misfuelling - Instances where the Insured Vehicle has been fuelled with an incorrect fuel type (e.g. by putting diesel in a petrol vehicle or petrol in a diesel vehicle). Please note this is only covered in the UK.

National Recovery - If Your Insured Vehicle cannot be repaired within the same working day, the Claims Handler will arrange to transport Your Insured Vehicle, You and up to 4 passengers to one destination within the UK subject to the terms of Your Policy.

Paid Basis – Assistance that You will have to pay for separately outside of the terms of this Policy because the circumstances aren't covered under Your Policy. Assistance on this basis constitutes a separate agreement outside of this Policy.

Policy - The terms and conditions contained in this document, along with Your Policy Schedule, all of which forms the basis of the agreement between Us and You.

Policyholder - The person named on the Policy Schedule.

Policy Schedule - The document containing Your name, address, Insured Vehicle details, the Term of cover and other important information which must be read in conjunction with the Policy.

Recovery Operator - Any person appointed or instructed by the Claims Handler to provide Breakdown assistance services on their behalf.

Reimbursement Basis - Reimbursement Basis – Payment will be made within 28 days of receipt of all required documentation, including valid receipts or invoices.

Roadworthy Condition - The Insured Vehicle has been driven regularly within the last 30 days and maintained and serviced in line with the manufacturer's guidelines, this means Your Insured Vehicle holds a current MOT certificate (where applicable), valid insurance, road tax and there are no known faults with the Insured Vehicle.

Temporary Repair - A repair undertaken at the roadside by a Recovery Operator that will allow the Insured Vehicle to be driven safely but which will still need additional investigation or work to prevent a further Breakdown.

Term - The duration of this Policy, which is for the period of time between the Inception Date and expiry date, as stated on the Policy Schedule.

Trip - A journey abroad in Your Insured Vehicle to the countries of Europe, commencing and ending in the UK.

UK - England, Scotland, Wales and Northern Ireland.

We / Us /Our - Acasta European Insurance Company Limited, the insurer of this policy.

You / Your - The person named on the Policy Schedule and/or any other authorised occupant of the Insured Vehicle (other than a hitch hiker).

Policy Types and Levels of Cover

The level of cover You have selected will be shown in Your Policy Schedule.

This Policy provides different levels of cover, which are made up of combinations of the benefits described below.

Local Cover

Provides roadside assistance only.

Local Cover with Excess

Provides roadside assistance only, subject to an excess per claim as shown in Your Policy Schedule.

National Cover

Includes Local Cover plus recovery to a destination within the UK if the vehicle cannot be repaired the same day.

National Cover with Excess

Includes Local Cover plus recovery to a destination within the UK if the vehicle cannot be repaired the same day, subject to an excess per claim as shown in Your Policy Schedule.

Home Assistance

An optional extension that provides cover at or within 1 mile of Your home address.

European Cover

An optional extension that provides breakdown assistance in Europe in addition to National Cover.

Personal Cover

Provides cover for the Policyholder in any eligible vehicle.

Vehicle Cover

Provides cover for the specific vehicle named on the Policy Schedule.

Single Trip Cover

Provides breakdown cover in the UK and Europe for a single trip of up to 31 days.

Cover Details

The following sections describe the benefits included depending on the level of cover selected.

Local Cover (Roadside Assistance)

Local Cover provides help at the scene of a Breakdown within the UK.

What is covered:

If Your Insured Vehicle has Broken Down more than 1 mile from Your home address, the Claims Handler will arrange for a Recovery Operator to attend and attempt a Temporary Repair.

If a Temporary Repair is not possible, the Insured Vehicle, You and up to four passengers will be recovered to: The nearest suitable garage; or A destination within 25 miles of the Breakdown

What is not covered:

- Labour exceeding one hour at the roadside
- Breakdowns outside of the UK
- Any costs not authorised by the Claims Handler

National Cover

National Cover includes all the benefits of Local Cover.

What is covered:

If the Insured Vehicle cannot be repaired the same day, the Claims Handler will arrange recovery of the Insured Vehicle, You and up to four passengers to:

- Your home address; or A destination of Your choice within the UK

Onward Travel (where included)

Onward Travel is only provided where it is included within the level of cover selected and shown on Your Policy Schedule.

What is covered:

If Your Insured Vehicle cannot be repaired the same day, You may be entitled to one of the following:

- Alternative public transport
- Overnight accommodation (excluding food and drink)
- A hire vehicle for a limited period

All Onward Travel benefits are provided on a reimbursement basis and are subject to the limits stated in this Policy.

Important:

- Onward Travel must be requested at the time of the Breakdown
- The Claims Handler will determine the most appropriate option
- Receipts must be provided for reimbursement

Home Assistance (where included)

Home Assistance provides breakdown cover at or within 1 mile of Your home address.

If a Temporary Repair is not possible, recovery will be provided in line with the level of cover selected.

European Cover (where included)

European Cover includes all benefits of National Cover while travelling in Europe. This provides roadside assistance and recovery to the nearest suitable garage. European Cover is only available where shown on Your Policy Schedule.

Single Trip Cover

Single Trip Cover provides breakdown assistance in the UK and Europe for a single trip of up to 31 days, as shown in Your Policy Schedule.

Misfuel

Misfuel includes assistance in the event of a Misfuelling incident in the UK.

What is covered:

If Your Insured Vehicle is accidentally Misfuelled, the Administrator will pay on a reimbursement basis for the:

1. Draining of the fuel tank up to a maximum cost of £250 inc. VAT.
2. 10 litres or £20 inc. VAT worth, whichever is lower, of the correct fuel type to replenish the fuel tank.
3. To arrange a reimbursement of costs incurred within this section of the Policy, please send an email with a copy of the invoice from attending agent to customerservices@call-assist.co.uk.
4. If You have selected the £30 Excess on Your Policy, this will not apply to a Misfuel Claim including any roadside assistance or local recovery required as part of a Misfuel Claim.

What is not covered:

1. Fuel, other than the 10 litres or £20 inc. VAT worth of correct fuel to replenish the fuel tank after draining and flushing out the contaminated fuel.
2. Any misfuelling which occurs outside the UK.
3. Any Claim resulting from foreign matter entering the fuel system except for the intended fuel type.
4. The cost of onward transportation, hiring an alternative vehicle or overnight accommodation in the event of mechanical or component damage.
5. Any defect which is deemed NOT to be a direct result of Misfuelling or a defect which existed before the incident of Misfuelling.
6. Any reimbursement greater than £250 inc. VAT or the cost of services provided, whichever is lower.

General Exclusions

The following exclusions apply to all sections of Your Policy

1. Any Claim made within the Inception Period.
2. If the Insured Vehicle is not in a Roadworthy Condition at the time of Breakdown.
3. Any Claim for broken glass.
4. Any Claim resulting from the Insured Vehicle's lights, radio, chargers or any third party electronic devices being left on unintentionally, or otherwise, by anyone.
5. Any Insured Vehicle that is being used, or has been modified for use, in motor racing, track day events, rallies, speed tests or endurance events.
6. Any Insured Vehicle which requires specialist repairs as a result of modification of any kind unless previously agreed by the Administrator.
7. Any liability, consequential damage or consequential loss as a result of assistance being provided by a Recovery Operator.
8. Any Claim where this Policy is being used by the Policyholder or any other driver of the Insured Vehicle to avoid the cost of repairing or recovering the Insured Vehicle.
9. Any Insured Vehicle which is already at a garage or other place of repair.
10. Any Insured Vehicle which does not have a current MOT certificate (where applicable), valid insurance, road tax and proof of service history at the point of first notification of Breakdown.
11. Any Claim relating to a Caravan or Trailer Breakdown. If Your Insured Vehicle Breaks Down whilst towing a Caravan or Trailer, the Claims Handler will also arrange for Your Caravan or Trailer to be recovered to the same location as Your Insured Vehicle.
12. Recovery of Your Insured Vehicle to more than one destination including a second recovery or attendance by a Recovery Operator as the original destination was not able to accept Your Insured Vehicle for any reason.
13. A garage or other place of repair undertaking work on Your Insured Vehicle will be acting as an agent on Your behalf and as such We bear no responsibility or liability for any advice, work or action undertaken, or given, by them.
14. Any charges incurred by You prior to notification of Breakdown to the Claims Handler.
15. Any campervan or motorhome.
16. Where the Administrator can evidence that this Policy is being used by the Policyholder or any other driver of the Insured Vehicle to avoid the cost of repairing or recovering the Insured Vehicle or where a known fault existed with the Insured Vehicle prior to the Inception Date.

17. Any Claim where the Insured Vehicle is immersed in mud, snow, sand or water. This also extends to any Breakdown as a result of contact with the above.

18. Any Breakdown as a result of a slipped chain on a motorcycle, moped, scooter or other chain driven Insured Vehicle.

19. Any Insured Vehicle being used for, or in conjunction with, any private or public hire, or any courier or delivery services, including removal services.

20. The cost of any parts, components, lubricants or materials required to repair Your Insured Vehicle

21. The reimbursement of any charges for food, drink, telephone calls, fuel, oil or any other incidental expenses.

22. Any charges incurred by You where providing assistance under this Policy would be deemed unlawful.

23. Any Breakdown where Your Insured Vehicle is not accessible when the Claims Handler has been informed otherwise.

24. The cost of any specialist recovery equipment required as a result of Your Insured Vehicle being in an inaccessible location.

25. Recovery of Your Insured Vehicle which cannot be undertaken in a safe and legal manner.

26. Any Claim for, or arising from, loss or damage to the contents of, or within, Your Insured Vehicle.

27. Any toll charges, ferry charges, parking charges or traffic congestion charges incurred as a result of recovering Your Insured Vehicle.

28. Any charges or costs incurred by You as a result of You deciding to scrap Your Insured Vehicle.

29. The Administrator is not chargeable, or liable, as the result of a Breakdown for any financial loss You may incur, such as, but not limited to, loss of earnings, missed appointments or missed flights, trains or other pre- purchased transport tickets.

30. Any Claim where money is owed to the Administrator under this Policy.

31. Assistance following a Breakdown or Accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the Insured Vehicle’s removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by You.

Cancellation of Your Policy

If you cancel within 14 days from the day you purchased the policy, you will receive a full refund of premium less our administration fee of £10.00

If you have made a claim during this period there will be no refund of premium.

If you cancel your policy after the 14-day cooling-off period, you may be entitled to a pro-rata refund for any full remaining months of cover, less an administration fee of £10.

If You fail to satisfy the terms of Your Policy, the Administrator may choose to cancel Your Policy during the Policy Term by giving You 14 days written notice of cancellation to the last address You provided Us with.

Examples of when the Administrator might do this includes You not paying any amount when due, the Administrator discovering that Your Insured Vehicle is no longer eligible for cover, etc.

Making a Complaint

If Your complaint is about the sale or administration of the Policy, or the Policy itself, please contact the Administrator:

- By email at enquiries@simplymotorcover.com; or
- PlanProtect trading as SimplyMotorCover Suite F2, The Annex, Seven Hills Business Centre, South Street, Morley, Leeds, LS27 8AT.

If Your complaint is about the handling of a Claim, please contact the Claims Handler:

by telephone on: **01206 714853**; or

by writing to: Call Assist Limited, Axis Court, North Station Road, Colchester, Essex, CO1 1UX

or by email to: customerservices@call-assist.co.uk

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

If the Administrator/Claims Handler 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/Claims Handler 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.

Financial Services Compensation Scheme

In the unlikely event that We go out of business or into liquidation, You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

The FSCS may arrange to transfer a Policy to another insurer, provide a new Policy or, if these actions are not possible, provide compensation.

Further information about compensation scheme arrangements is available from the FSCS at:

Phone: 0800 678 1100 or 020 7741 4100
Website:www.fscs.org.uk
Post: PO Box 300, Mitcheldean, GL17 1DY

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.

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.

Applicable Law

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

Data Protection

Acasta European Insurance Company Limited and Acasta Europe Limited are the joint controllers for the data You provide to Us. We need to use Your data in order to provide Your insurance. For more detailed information on how We process and use Your data, please refer to Our privacy Policy.

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

- Your application or other forms;
- Your transactions with Us, Our associates, the Administrator or others; and
- 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:

- help make decisions on insurance proposals and insurance claims, for You;
- trace debtors, recover debt, prevent fraud, and manage Your Policy;
- check Your identity to prevent money laundering.

Information may be passed to the Administrator, Claims Administrator, actuaries, auditors, loss adjusters, reinsurers, regulators, solicitors, 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, Claims 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 from the end of Your Policy or the last status change. 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 at:

Phone: 0303 123 1113
Website: www.ico.org.uk
Post: Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF.