



POLICY SUMMARY

This is a document about the Cosmetic Repair 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, 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.

ADMINISTRATOR

The Administrator is RA Claims Limited, V12 B Merlin Park, Ringtail Road, Burscough, Lancs, L408JY. Tel: 0161 505 1404.

DEMANDS AND NEEDS

The customer named on the Policy Schedule has the customer named on the Proposal / Policy Schedule has purchased a Vehicle and believes that this Policy would be beneficial to them. The customer has been advised of the details of cover, including the main benefits and exclusions and limitations of cover and they are not aware of any other policy that they currently have that makes this cover unsuitable. The customer is aware of their obligation to provide all material information and has made a reasoned decision based on the information provided in this Policy. The customer also has a period of 30 days after the commencement of the policy to cancel the contract if they wish to reconsider their decision

SIGNIFICANT FEATURES AND BENEFITS

Within the Period of Insurance, the Insurer will pay for the costs for the repairs of Minor Dents, Light Scratches or Scuffs less than 30 (thirty) cm in diameter or 3mm in depth and for stone Chips less than 1.5 (one point five) mm to the Insured Vehicle occurring during the Policy Period whilst Your Vehicle is in the Territorial Limits and subject to the terms and conditions herein.

If the Repair cannot be carried out and is deemed only repairable by a body-shop, a contribution of up to £250 towards Your motor insurance excess will be paid (on the production of an invoice to show the repair has been carried out and a claim has been made on Your motor insurance policy).

SUMMARY OF SIGNIFICANT EXCLUSIONS AND LIMITATIONS

The following will not be covered:

- 1) Any Vehicle:
 - a. with a gross vehicle weight exceeding 5 tonnes.
 - b. classed as a motorcycle, scooter, three wheeled vehicle, quad bike, boat or trailer;
 - c. which is used for Hire or Reward.
- 2) Any damage to the Vehicle:
 - a. which is not Minor Repair Damage;
 - b. which was incurred prior to the inception of the Policy;
 - c. which was incurred more than 14 (fourteen) days prior to the claim being reported;
 - d. resulting in cracked or dented bumpers;
 - e. where Our appointed repairer confirms the repair requires a body-shop repair and is not a Cosmetic Repair (Our appointed repairer's decision is final);
 - f. caused by or to stickers or decals;
 - g. resulting in the replacement of any, body panel or part of the Vehicle;
 - h. where the cost of the Repairs exceeds the Claim Limit irrespective of the size of damage;

- i. involving wheels, accessories, door mouldings, window mouldings, lamps of any type or any window or glass panel;
 - j. involving beading, locks and handles or mouldings;
 - k. involving roofs and bonnets except where a Cosmetic Repair is achievable (body shop repairs are excluded).
- 3) Any claims in respect of:
 - a. any third-party damage, which caused bodily injury;
 - b. claims made in excess of Your Aggregate Limit;
 - c. where You have not signed and dated the Policy Schedule;
 - d. any loss or damage caused by, arising from or contributed to by:
 - i. ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel;
 - or ii. the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it;
 - e. any loss or damage caused by war, revolution or any similar event;
 - f. any mobile phone, phone call and postage costs;
 - g. delays or failure in delivering service to You due to any extraordinary event or circumstance which are outside Our reasonable control, such as severe weather conditions.
 - 4) Gradually operating effects: Damage caused by rust, corrosion or decay of any kind, insects, vermin, wet or dry rot or mould.
 - 5) Misuse: Damage caused as a result of the Vehicle(s) being used for a purpose for which it is not intended.
 - 6) Motor policy: Damage caused by or resulting from a motor accident or collision, theft, attempted theft, fire, break-in, vandalism or exposure to weather conditions which would more normally be insured by a comprehensive insurance motor policy, whether insured and in force or not.
 - 7) Other insurances: Damage to the Vehicle to the extent it is:
 - a. more specifically insured elsewhere for the cover provided under this Policy; or
 - b. but for the existence of this Policy would be insured elsewhere.
 - 8) Premium: Where the applicable Premium due has not been paid.
 - 9) Previous repairs: Repair work required to rectify or amend previous repairs carried out, not covered under this Policy.
 - 10) Vehicle glass: Damage to windscreens, window glass, sunroofs, mirrors, lights or lenses.
 - 11) Warranty: Damage which is covered by the Vehicle manufacturers' warranty or any extension purchased thereto.
 - 12) Damage incurred as a result of Hire & Reward or Business Use.

DURATION OF POLICY

Cover will be provided for a maximum period of up to 3 years, as specified in your policy schedule.

ELIGIBILITY

To be eligible for cover under this policy you must:

1. You are eligible for cover if:
 - Your Vehicle has been purchased from a franchised dealer within the last 90 days, and;

- Your Vehicle is less than 7 years old and has covered less than 80,000 miles at the inception of this Policy and have cost less than £100,000.
2. The covered vehicle must weigh 5 tons or less; must be a motorcar, 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 & Reward or Business Use.
 3. The covered vehicle must have been purchased by you within England, Wales, Northern Ireland, Scotland, the Channel Islands or the Isle of Man.

CANCELLATION

Cancellation by You

If You find that this insurance does not meet Your needs, please contact Our Administrators, in writing, within 30 days of receiving the Policy Schedule and We will cancel cover and You will receive a full refund of any premium paid, less a £35 administration fee and cover under this insurance will cease from the date of delivery or posting of the notice of cancellation. There will be no refund of premium if You have already made a claim.

If You wish to cancel this insurance at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators. Although no rebate of any premium paid will be given, You can transfer the remaining term of this policy to any replacement vehicle that You purchase, so long as it meets the eligibility criteria of this policy. Please see "Transfer of Cover" in this policy for full details.

If the purchase of this Policy was made by way of a Premium Financing Agreement and You wish to cancel at any time, then in the first instance any rebate will be used to settle the Premium Financing Agreement and any amount remaining will then be rebated in the form of a cheque, made payable to the Policyholder.

Cancellation by Us

We may cancel this insurance (and there will be NO refund of any premium paid), if in Our opinion You have at any time:

1. Knowingly 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.

We may also 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 (so long as no claim has been made), if there is a change in the law or regulation or due to such We are unable to continue to provide this Insurance.

MAKING A CLAIM

This is a Vehicle Cosmetic Repair Insurance Policy and as such Our Administrators will require certain information from You to ensure that the damage You report is Minor Repair Damage and in order to action Your claim efficiently. In order for Us or Our Administrators to authorise Your claim, We will require:

- Your Policy number (as shown on Your Policy Schedule)
- Confirmation that the damage is within the parameters of the Template. If Your claim is covered by the Policy, We will issue authorisation for the Repair. A claims authorisation number will be issued together with an authorised amount for the Repair cost which is the maximum We will pay for the Repair, subject to the sum insured and any Excess payable by You as detailed in Your Policy Schedule.
- You are to submit to Our Administrators details of the damage as required, including digital images.

It is a condition precedent to Our liability under this Policy that the Repair can only be carried out by Our authorised repairers. To notify us of a claim please telephone Our Administrators on 0161 505 1420.



CLAIMS CONDITIONS

1. You shall, on reporting a claim, agree to comply with all Our reasonable requests to follow the claims procedures as explained in this Policy and by Our Claims Administrators.
2. You shall, in the event of any occurrence that gives rise to a claim under this Policy, give notice of the same to Our Administrators within 14 (fourteen) days of the incident.
3. You are required to check that the damage falls within the parameters of the Template provided, as You will be required to confirm this to Our Administrators when reporting the claim.
4. Any costs incurred in the event that the reported claim exceeds the parameters of the Template will be Your responsibility.
5. You will be responsible for payment of any Repair work carried out by the repairer that falls outside the scope of this Policy.
6. Any Repair work carried out prior to receiving authorisation from Our Administrators will render the claim void and no payment will be made by Us.
7. Only We or Our Administrators are authorised to accept or reject claims, and as such We or Our Administrators may require You to allow Us or Our appointed representative to inspect the Vehicle which is subject to a claim.

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. The FSCS can be visited on the web at www.fscs.org.uk or contacted by telephone on 0207 892 7300.

LAW APPLICABLE

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

INTRODUCTION

This policy is a contract between you and the Insurer, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar GX11 1AA (registered no. 96218), which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. 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: 5/5 Crutchett's Ramp, Gibraltar GX11 1AA

1. RA Claims 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 RA Claims Limited at their registered address:

V12 B Merlin Park, Ringtail Road, Burscough, Lancs, L408JY. Tel: 0161 505 1404.

Rest Ashored Limited 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.

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 Insurance Policy comprises of:
 - a. the Policy wording set out in this document, which contains details of the Benefit, terms, conditions and exclusions of this Policy;
 - b. Your Policy Schedule, showing who is covered under the Policy, the Period of Insurance and the maximum Benefit payable; and
 - c. Any additional endorsements.
 - d. Please read these documents fully and carefully to familiarise yourself with the details of Your Policy, and what is and is not covered.
 - e. 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.
 - f. This Policy provides You with cover for the Repair of Minor Dents, Light Scratches or Scuffs less than 30 (thirty) cm in diameter or 3mm in depth and for stone Chips less than 1.5 (one point five) mm to the Insured Vehicle occurring during the Policy Period whilst Your Vehicle is in the Territorial Limits and subject to the terms and conditions herein.
 - g. We will pay the Benefit specified in the Policy Schedule attached to and forming part of this Policy subject to:
 1. and payment of the Premium specified;
 2. the terms, conditions and exclusions of this Policy.

DEFINITIONS

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

Administrators: Our appointed administrators for this Policy, being RA Claims Limited V12B Merlin Park, Ringtail Road Burscough, Lancs, L408JY. Tel: 0161 505 1404

Aggregate Limit: Is the maximum amount of all single Repair costs added together that You can claim in total during any Period of Insurance, as shown in Your Policy Schedule.

Business Use: The use of the Insured Vehicle for travelling to and from work and to see clients as part of Your occupation.

Chip(s): Minor Repair Damage to the painted Vehicle, not exceeding 1.5 (one point five) mm in diameter. Chip(s) will be repaired using the touch-in method where they will be weather-proofed to prevent further corrosion.

Claim Limit: Means the maximum amount which can be claimed for a single Repair.

Cosmetic Repair: Means Repairs carried out using 'Small to Medium Area Repair Technology'.

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

Excess: Means the £10 Excess that You will have to pay in the event of a claim, as specified in Your Policy Schedule.

Hire & Reward: Means the use of the vehicle for the purpose of a taxi, driving school, private hire, courier services, daily rental / self-drive hire, as an emergency

service vehicle, or as designed to carry more than 8 people including the driver.

Light Scratch(es): Means damage to the Vehicle body panel not exceeding 30 (thirty) cm in length or exceeding 3mm in depth and not extended over more than 2 (two) adjacent body panels.

Minor Repair Damage (not including body-shop repairs): means a mobile repair technique which involves restoring eligible areas as near to the original condition as is possible. Damage to large, flat surfaces, roofs, bonnets and boots are only subject to stone chip repairs and will be Weatherproofed and Disguised only.

Minor Dent(s): Minor Repair Damage (excluding ripped, perforated or torn damage) to a metal body panel not exceeding 30 (thirty) cm in diameter or exceeding 3mm in depth and where such panel has not been ripped, torn or perforated.

PDR Paint-less Dent Repair (PDR): is a Repair technique which is used where the paint is not broken, and access can be gained to the panel and the Minor Dent is greater than 2.5 (two and a half) cm away from the panel edge.

Policy/Cosmetic Repair Insurance: Means this policy of insurance, which is provided on the terms and subject to the Cosmetic Repair Insurance Policy conditions, limitations and exclusions set out within this document.

Policy Period / Period of Insurance: Means the period, as shown on Your Schedule, between the start date and expiry date of this Policy, provided We have received Your Premium payment.

Policy Schedule: Is the schedule issued by Us which contains details of Your Vehicle, Your Policy start and expiry dates, Your Policy Excess and any additional

information provided in support of Your application for cover under this Policy. Your Policy Schedule forms part of the Cosmetic Repair Insurance Policy.

Premium: The amount shown on Your Policy Schedule which is payable on the date shown in consideration of the cover provided under this Policy.

Repair / Repairable: Minor Repair Damage which falls within the Template parameters.

Scuff(s): Light scraping of the top surface paint, not penetrating to the base material of the painted Vehicle and not exceeding 30 (thirty) cm in diameter or exceeding 3mm in depth.

Template: Is the cut-out template provided in these terms and conditions. To be considered for a claim, any damage must fit within the Template, held in a single location.

Territorial Limits / UK: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Vehicle / Insured Vehicle: Your motor vehicle as detailed in the Policy Schedule;

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

Weatherproofed and Disguised: means a repair technique which can be applied only to a Chip. The repair will not restore the damaged area back to its original condition as it is limited to a paint touch-in to protect the area from further damage or corrosion. Damage will remain slightly visible.

You / Your: The person shown as the insured person on the Policy Schedule.



1. WHAT IS COVERED

This Policy provides You with cover for the Repair of Minor Dents, Light Scratches or Scuffs less than 30 (thirty) cm in diameter or 3mm in depth and for stone Chips less than 1.5 (one point five) mm to the Insured Vehicle occurring during the Policy Period whilst Your Vehicle is in the Territorial Limits and subject to the terms and conditions herein.

If the Repair cannot be carried out and is deemed only repairable by a bodyshop, a contribution of up to £250 towards Your motor insurance excess will be paid (on the production of an invoice to show the repair has been carried out and a claim has been made on Your motor insurance policy).

This Policy **excludes** damage incurred on Business Use.

2. WHAT IS NOT COVERED

The following will not be covered:

1. Any Vehicle:
 - a. with a gross vehicle weight exceeding 5 tonnes.
 - b. classed as a motorcycle, scooter, three wheeled vehicle, quad bike, boat or trailer;
 - c. which is used for Hire or Reward.
2. Any damage to the Vehicle:
 - a. which is not Minor Repair Damage;
 - b. which was incurred prior to the inception of the Policy;
 - c. which was incurred more than 14 (fourteen) days prior to the claim being reported;
 - d. resulting in cracked or dented bumpers;
 - e. where Our appointed repairer confirms the repair requires a body-shop repair and is not a Cosmetic Repair (Our appointed repairer's decision is final);
 - f. caused by or to stickers or decals;
 - g. resulting in the replacement of any, body panel or part of the Vehicle;
 - h. where the cost of the Repairs exceeds the Claim Limit irrespective of the size of damage;
 - i. involving wheels, accessories, door mouldings, window mouldings, lamps of any type or any window or glass panel;
 - j. involving beading, locks and handles or mouldings;
 - k. involving roofs and bonnets except where a Cosmetic Repair is achievable (body shop repairs are excluded).
3. Any claims in respect of:
 - a. any third-party damage, which caused bodily injury;
 - b. claims made in excess of Your Aggregate Limit;
 - c. where You have not signed and dated the Policy Schedule;
 - d. any loss or damage caused by, arising from or contributed to by:
 - i. ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel;
 - ii. the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it; e. any loss or damage caused by war, revolution or any similar event;

- f. any mobile phone, phone call and postage costs;
- g. delays or failure in delivering service to You due to any extraordinary event or circumstance which are outside Our reasonable control, such as severe weather conditions.
- 4) Gradually operating effects: Damage caused by rust, corrosion or decay of any kind, insects, vermin, wet or dry rot or mould.
- 5) Misuse: Damage caused as a result of the Vehicle(s) being used for a purpose for which it is not intended.
- 6) Motor policy: Damage caused by or resulting from a motor accident or collision, theft, attempted theft, fire, break-in, vandalism or exposure to weather conditions which would more normally be insured by a comprehensive insurance motor policy, whether insured and in force or not.
- 7) Other insurances: Damage to the Vehicle to the extent it is: a. more specifically insured elsewhere for the cover provided under this Policy; or b. but for the existence of this Policy would be insured elsewhere.
- 8) Premium: Where the applicable Premium due has not been paid.
- 9) Previous repairs: Repair work required to rectify or amend previous repairs carried out, not covered under this Policy.
- 10) Vehicle glass: Damage to windscreens, window glass, sunroofs, mirrors, lights or lenses.
- 11) Warranty: Damage which is covered by the Vehicle manufacturers' warranty or any extension purchased thereto.
- 12) Damage incurred as a result of Hire & Reward or Business Use.

3. GENERAL TERMS AND CONDITIONS

The following General Conditions apply to the whole of this Vehicle Cosmetic Repair Insurance Policy. These describe Your responsibilities, general information and the procedures that apply in certain situations. This Policy is subject to the laws of England and Wales.

- 1) Proposal: You must give Us all full, proper and truthful information as We may reasonably request at the outset and inform Us throughout the life of this Policy of any changes to that information. If You do not, this Cosmetic Repair Insurance Policy may no longer be valid, and We may refuse to deal with any claim.
- 2) Proposal or Statement of Fact: We have relied when agreeing to provide this Cosmetic Repair Insurance Policy on the documents completed or supplied by You and all other information provided by You.
- 3) You must pay the Premium due, as shown on Your Policy Schedule, for this Policy to be valid.
- 4) Change of address: You shall, as a condition of this Policy, immediately notify Us or Our Administrators in writing of any change of address during the Policy Period
- 5) Change of ownership (of Vehicle): This Policy is non-transferable.
- 6) Claim Limit and Aggregate Limit: The maximum payable on any one claim (including VAT) and the total Aggregate Limit under this Policy are as per Your Policy Schedule.
- 7) Fraud: If a claim is fraudulent in any respect or if fraudulent means are used by You, or by anyone acting on the Your behalf to obtain any benefit under this Policy or if damage is caused by You, or the third parties' wilful act or default all benefit under this Policy may be forfeited in respect of that claim. In such circumstances We may cancel coverage under this Policy, and We will not return any Premium.

- 8) Misrepresentation: This Policy may be voidable at Our discretion in the event of misrepresentation or deliberate or reckless nondisclosure by You of any facts relevant to a decision by the Insurer on whether Your Vehicle should be insured.

4. CLAIMS PROCEDURE

This is a Vehicle Cosmetic Repair Insurance Policy and as such Our Administrators will require certain information from You to ensure that the damage You report is Minor Repair Damage and in order to action Your claim efficiently. In order for Us or Our Administrators to authorise Your claim, We will require:

- Your Policy number (as shown on Your Policy Schedule)
- Confirmation that the damage is within the parameters of the Template. If Your claim is covered by the Policy, We will issue authorisation for the Repair. A claims authorisation number will be issued together with an authorised amount for the Repair cost which is the maximum We will pay for the Repair, subject to the sum insured and any Excess payable by You as detailed in Your Policy Schedule.
- You are to submit to Our Administrators details of the damage as required, including digital images.

It is a condition precedent to Our liability under this Policy that the Repair can only be carried out by Our authorised repairers. To notify us of a claim please telephone Our Administrators on 0161 505 1420

CLAIMS CONDITIONS

1. You shall, on reporting a claim, agree to comply with all Our reasonable requests to follow the claims procedures as explained in this Policy and by Our Claims Administrators.
2. You shall, in the event of any occurrence that gives rise to a claim under this Policy, give notice of the same to Our Administrators within 14 (fourteen) days of the incident.
3. You are required to check that the damage falls within the parameters of the Template provided, as You will be required to confirm this to Our Administrators when reporting the claim.
4. Any costs incurred if the reported claim exceeds the parameters of the Template will be Your responsibility.
5. You will be responsible for payment of any Repair work carried out by the repairer that falls outside the scope of this Policy.
6. Any Repair work carried out prior to receiving authorisation from Our Administrators will render the claim void and no payment will be made by Us.
7. Only We or Our Administrators are authorised to accept or reject claims, and as such We or Our Administrators may require You to allow Us or Our appointed representative to inspect the Vehicle which is subject to a claim.

5. SUBROGATION

- 5.1 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

- 6.1 We will not cover You 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

The Period of Insurance is set out in the Policy Schedule. We reserve the right to refuse to renew the insurance. Cover will be provided for a period of up to a maximum of 3 years.

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 deciding concerning Your insurance and for the purpose of servicing Your cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about You from credit reference agencies, fraud prevention agencies and others to check Your credit status and identity. The agencies will record Our enquiries, which may be seen by other companies who make their own credit enquiries. If You provide false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may use these records to:

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

We process all data in the UK but where We need to disclose data to parties outside the European Economic Area (EEA) We will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, We will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, You can ask Us for a copy of the data We hold, have it corrected, sent to a third party or deleted (subject to Our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how We have handled Your data, You can contact Us and We will investigate the matter. If You are not satisfied with Our response or believe We are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

10. 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

Cancellation by You

If You find that this insurance does not meet Your needs, please contact Our Administrators, in writing, within 30 days of receiving the Policy Schedule and We will cancel cover and You will receive a full refund of any premium paid, less a £35 administration fee and cover under this insurance will cease from the date of delivery or posting of the notice of cancellation. There will be no refund of premium if You have already made a claim.

If You wish to cancel this insurance at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators. Although no rebate of any premium paid will be given, You can transfer the remaining term of this policy to any replacement vehicle that You purchase, so long as it meets the eligibility criteria of this policy. Please see "Transfer of Cover" in this policy for full details.

If the purchase of this Policy was made by way of a Premium Financing Agreement and You wish to cancel at any time, then in the first instance any rebate will be used to settle the Premium Financing Agreement and any amount remaining will then be rebated in the form of a cheque, made payable to the Policyholder.

Cancellation by Us

We may cancel this insurance (and there will be NO refund of any premium paid), if in Our opinion You have at any time:

- 1. Knowingly 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.

We may also 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 (so long as no claim has been made), if there is a change in the law or regulation or due to such We are unable to continue to provide this Insurance.

12. APPLICABLE LAW

12.1 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 Cosmetic Repair 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

If You have a complaint relating to this Policy You should contact: Complaints, Acasta Europe Limited, Anglia House, Carrs Road, Cheadle, SK8 2LA. Tel: 0800 668 1350 Email: info@acastaeurope.co.uk.

If You are dissatisfied with the final response to Your complaint, You may ask the Financial Ombudsman Service to review Your case by contacting: Financial Ombudsman Service, Exchange Tower, London, E14 9SR/ Tel: 0800 023 4567 (landline) or 0300 1239 123 (mobile). Fax: 020 7964 1001.

Email: complaint.info@financial-ombudsman.org.uk.

Web: www.financial-ombudsman.org.uk

Contacting the Financial Ombudsman Service at any stage of Your complaint will not affect Your legal rights.

16. 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. The FSCS can be visited on the web at www.fscs.org.uk or contacted by telephone on 0207 892 7300.

17. TRANSFER OF COVER

If You sell the Covered Vehicle, You may apply to Us to keep the policy and transfer it to Your new vehicle, so long as the new Vehicle meets all of the same eligibility criteria, but 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, supplying dealer, date of purchase 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.

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