



## Policy of Insurance Commercial Motor Excess Protect Insurance

This policy is a contract between **You** and the **Insurer**, Acasta European Insurance Company Limited, PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company Limited on request.

This policy is evidence of a contract of insurance and will only become effective when **We** have received payment in full.

The **Insurer** will indemnify the **Insured Person** subject to the terms, conditions, clauses and exclusions of this policy during the **Period of Insurance** within the **Territorial Limits**.

### DEFINITIONS

<b>Administrator</b>	<b>Acasta Europe Limited which is based at 1 Riverview, The Embankment Business Park, Vale Road, Heaton Mersey, SK4 3GN, Telephone – 0845 040 5975 (local rate) for Claims and 0800 668 1178 for all other queries.</b>
<b>Commercial Motor Insurance</b>	The motor insurance policy issued within the <b>Territorial Limits</b> covering any commercial motor vehicle up to 44t with which this insurance is issued
<b>Excess</b>	The amount <b>You</b> must pay under the terms of <b>Your Private or Commercial Motor Insurance</b> subject to a maximum of the amount shown on the policy schedule as the first amount payable of a valid claim.
<b>Insured Person(s)</b>	<b>You</b> as the main policyholder on <b>Your Commercial Motor Insurance</b> and as the policyholder and/or named driver on any Private or <b>Commercial Motor Insurance</b>
<b>Insurer</b>	Acasta European Insurance Company Limited.
<b>Limit of Liability</b>	The maximum amount the <b>Insurer</b> will pay for any one claim under this insurance during the <b>Period of Insurance</b> of <b>Your Private or Commercial Motor Insurance</b>
<b>Motor Insurance</b>	Any other Private or <b>Commercial Motor Insurance</b> policy in which <b>You</b> are either the policyholder and/or named driver.
<b>Period of Insurance</b>	The period not exceeding twelve months from the date of issue as shown in the policy schedule and for which <b>You</b> have paid or agreed to pay and <b>We</b> have agreed to accept a premium.
<b>Territorial Limits</b>	The United Kingdom, Channel Islands, Isle of Man and countries in the European Union as outlined within <b>Your own Commercial Motor Insurance</b> policy
<b>We/Us/Our</b>	The <b>Insurer</b> , Acasta European Insurance Company Limited.



**You/Your**

The policyholder named on the Commercial Excess Protect Policy Schedule who has taken out and paid for this insurance.

**THE COVER**

Subject to payment of the premium, the **Insurer** will reimburse any **Excess** paid by **You** under **Your Commercial Motor Insurance** or **Motor Insurance** following the successful settlement of any valid insurance claim up to a maximum of 1 claim in any one **Period of Insurance** and provided the total amount paid under any claim on the Insurance exceeds the value of the **Excess**, you are covered on the policy as listed in the Definitions section and that the incident leading to that claim under the Insurance occurred during the **Period of Insurance**.

**CONDITIONS**

**1. Your responsibilities**

- a) **You** must have completed a **Commercial Motor Insurance** proposal form or accepted **Your Commercial Motor Insurance** renewal, prior to the initial **Period of Insurance**.
- b) All **Insured Persons** must:
  - i. Observe the terms, conditions and exclusions of this policy and **Your Commercial Motor Insurance**
  - ii. Take all reasonable steps to try to prevent any incident that may give rise to a claim
  - iii. Maintain all property and take all reasonable steps to minimise the amount payable under the **Commercial Motor Insurance**
  - iv. Report any claim caused by any criminal action to the Police within 24 hours
- c) **Insured Persons** will be entitled to cover under this policy only if the circumstances, which **You** have confirmed to exist in **Your** application remain applicable. If during the **Period of Insurance** these circumstances change, **You** must immediately notify **Us**. In such event the **Insurer** reserves the right:
  - i. to charge an additional premium to continue cover; or
  - ii. to cancel this policy.

**2. Fraudulent Claims or Statements**

If any claim or statement made by any **Insured Person** is in any respect overstated, false or fraudulent, **We** will have the right to refuse any claim on this policy or to void this policy in its entirety.

**3. Reporting a claim**

**You** must notify the **Administrator** as soon as possible on the Claims Helpline number **0845 040 5975**, of any circumstance which may give rise to a claim under this policy and/or **Your** Private or **Commercial Motor Insurance**. The **Administrator** may be able to offer advice and support in matters relating to any claim and may refer **You** to one of **Our** specialist teams or advisors.

**4. Recoveries**

The **Insurer** acquires the right by way of subrogation to seek recovery in **Your** name in respect of any amounts paid to **You** under this policy. If any **Insured Person** recovers any amount repayable to the **Insurer** under this policy this must be repaid to the **Insurer** immediately upon request. The **Insured Person** must not prejudice the right of the **Insurer** with any third party preventing recovery of any payments made under this policy to the **Insured Person**.

**5. Arbitration**

Any dispute or difference of any kind between the **Insurer** and an **Insured Person** will be referred to arbitration by a single arbitrator. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration



proceedings as well as their own costs. Please refer to **Our** complaints procedure.

#### 6. Assignment

This policy is between and binding upon the **Insurer** and **You** and their/**Your** respective successors in title, but this policy may not otherwise be assigned by **You** without the **Insurer's** prior written consent.

#### 7. Waiver

If the **Insurer** or any **Insured Person** fails to exercise or enforce any rights conferred on them by this policy, the failure to do so will not be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

#### 8. Governing law

This policy is governed by English law.

#### 9. Third party rights

Unless expressly stated in this policy, nothing in this policy will create any rights in favour of any person pursuant

to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

#### 10. Cancellation Rights

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

**We** will cancel this policy if in **Our** opinion **You** have at any time:

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

**We** can cancel this policy at any time by giving **You** at least 14 days' written notice at **Your** last known address.

**You** can cancel this policy at any time.

#### 11. 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 policy, an **Insured Person** may be entitled to compensation from the Compensation Scheme.

#### 12. Data Protection

Any personal information provided by **You** may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit



reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** will check **Your** details with fraud prevention agencies. 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.

This may involve the transfer of **Your** information to countries which do not have Data Protection laws.

Under Data Protection legislation, **You** can ask **Us** in writing for a copy of certain personal records held about **You**. A charge will be made for this service.

**We** may use **Your** details to:

- a. Send **You** information about other products and services that may interest **You**.
- b. Carry out research.

**We** may contact **You** by letter, e-mail or phone. If **You** would prefer not to receive marketing information or take part in research, simply tell **Us** when **You** call next.

**We** will not make **Your** personal details available to any companies to use for their own marketing purposes.

## EXCLUSIONS

This policy does not cover any claim as defined by sections 1 to 11 below:

### 1. War Risks

Emergency repairs arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition or damage to property by or under the authority of any government, public or local authority.

### 2. Radioactive Contamination and Pressure Waves

Claims arising from any expense, loss of any income, legal liability or any loss or damage, to property directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event

- i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- iii. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

### 3. Deliberate acts

Cause of action intentionally brought about by an **Insured Person** whether during the **Period of Insurance** or not.



#### 4. Dishonesty, Violence or Criminal Acts

Claim relating to an **Insured Person's**:

- i. Actual or alleged dishonesty; or
- ii. Actual or alleged violent or threatening behaviour or other criminal act.

#### 5. Late Reporting of Claims

Any claim reported to the **Administrator** more than 14 days after settlement of the claim under **Your** Private or **Commercial Motor Insurance**.

#### 6. Other insurances

Any claim where the **Insured Person** would be entitled to indemnity under another insurance policy and whether cover is in force or not.

#### 7. Fines and penalties

Fines, damages or other penalties which any **Insured Person** is ordered to pay by a court or other authority.

#### 8. Failure to Comply

Where any **Insured Person** fails to comply with the instructions of the insurer of the **Commercial Motor Insurance** or **Our** instructions.

#### 9. Windscreen Claims

This policy specifically excludes any claim in respect of any **Excess** relating to damage to or loss of the windscreen or any glass on the vehicle

#### 10. Pre-existing events

Any claim arising from any circumstances which any **Insured Person** was aware of or should have been aware of at the inception of the policy.

#### 11. Other Contributions

Pertaining to any other deduction or contribution required by the insurer of the **Commercial Motor Insurance**.

### COMPLAINTS PROCEDURE

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

Please write to:

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

Or **You** can either email the **Administrator** at [info@acastaeurope.co.uk](mailto:info@acastaeurope.co.uk) or phone the **Administrator** on 0800 668 1178. Details of the Acasta Europe Limited Complaints Handling process will be sent to **You** on request



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

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

**You** can also contact the Financial Ombudsman Service on 0845 080 1800. Website:  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

### HOW TO MAKE A CLAIM

If an **Insured Person** wishes to discuss any situation that may lead to a claim, please ring the **Administrator's** dedicated helpline **0845 040 5975** quoting **Your** policy number.

Alternatively **You** can email the **Administrator** at [claims@acastaeurope.co.uk](mailto:claims@acastaeurope.co.uk) or write to them at:

Acasta Europe Limited  
1 Riverview  
The Embankment Business Park  
Heaton Mersey  
Cheshire  
SK4 3GN

Claims should be made as soon as **You** become aware of the incident likely to lead to a claim and no later than 14 days after the claim has been concluded by the insurer of the Private or **Commercial Motor Insurance** policy. Once details of the claim have been received by the **Administrator** and providing that the appropriate cover is in place, they will arrange for specialist staff to assess the situation and dependent upon their assessment advise **You** of the supporting documentation that **You** must send to the **Administrator** so that **We** may arrange payment of the claim.

It is very important that **You** read this document carefully and keep it in a place of safekeeping for **Your** future reference.