



## POLICY SUMMARY

keyfacts®

This is a Key Facts document about the Alloy Wheel 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: 0333 9874020

**Demands and Needs**

The customer named on the 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 on the basis of 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 cost of repairs resulting from Accidental Damage to Your Alloy Wheels. The Insurer will pay for a specialist repairer to attempt repairs to Your Alloy Wheel to their best endeavours.

In the event that Your Alloy Wheel cannot be safely repaired, the Insurer will pay a contribution towards the cost a like for like replacement, being the individual claim limit, shown on Your Policy Schedule.

The maximum amount the Insurer will pay for any Alloy Wheel repair per individual wheel and the maximum

liability is indicated on Your Insurance Schedule.

**Summary of significant exclusions and limitations**

The following will not be covered:

1. Any Excess as stated on Your Policy Schedule, applied in respect of each repair
2. Your policy does not cover any claim in respect of / for:
  - 2.1. any loss of use of Your Vehicle or any consequential loss of any kind;
  - 2.2. any damage caused by a third party for general maintenance to Your Vehicle;
  - 2.3. any damage incurred prior to the inception of the policy
  - 2.4. where Our approved specialist repairer has to travel outside of the Geographical Area to attempt repair of Your Alloy Wheels;
  - 2.5. which is the subject of fraud, false actions or dishonesty.
  - 2.6. where the loss is covered by any other insurance.

## 3. Your policy will not cover:

- 3.1. Your Vehicle where it is a commercial Vehicle;
- 3.2. Your Vehicle where it is an emergency Vehicle, taxi, hire and reward or rental Vehicle, motorcycle or if Your Vehicle is used for dispatch, road-racing, rallying, pace-making, speed testing or any other competitive event.
- 3.3. a defect which is deemed not to be Accidental Damage.
- 3.4. general wear and tear or neglect;
- 3.5. theft of Your Alloy Wheels;
- 3.6. where the damage to Your Alloy Wheels is deemed to be a manufacturing defect;
- 3.7. any act or omission which is wilful or unlawful.
- 3.8. Repairs to previously repaired damage.

**Duration of policy**

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

Your Insurance will start from the date shown on Your Insurance Schedule. Your Insurance terminates as soon as any of the following events occur.

1. The expiry date, as shown in Your Insurance Schedule is reached;
2. You, or anyone representing You, defrauds or deliberately misleads the Insurer or Us;
3. You modify the Alloy Wheels.
4. You reach the maximum liability as indicated on Your Insurance Schedule.
5. The premium for this Insurance is not paid; and
6. The Vehicle, as shown in Your Insurance Schedule, is sold or transferred to a new owner. It is Our intention that this Insurance will not be renewed.

**Eligibility**

To be eligible for cover under this policy you must:

1. You can apply for cover under this Policy if at inception:
2. Your Vehicle is under 7 years old and has covered less than 80,000 miles.
3. Your Vehicle was purchased from a motor dealer within the last 90 days
4. Your Vehicle meets the definition of "Vehicle / Insured Vehicle"
5. The covered vehicle must not be worth more than £100,000; and must weigh 5 tons or less;
6. 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 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. Deliberately or recklessly given Us false or incomplete information
2. Agreed to help anyone try to take money from Us dishonestly,
3. Failed to meet the terms and conditions of this insurance; or
4. Failed to act honestly towards Us.

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**

If You wish to make a claim for Accidental Damage to Your Alloy Wheels, please telephone Us within 48 hours of the Accidental Damage occurring on 0333 9874020. You will be asked for Your policy number, which is shown on Your Insurance Schedule. We will arrange for a specialist repair company to repair Your Alloy Wheels at Your last known address to Us or in certain circumstances We may be able to authorise the specialist repair company to carry out the repair on Your Alloy Wheels at Your work address

**Complaints procedure**

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

**Financial Services Compensation Scheme**

The Insurer is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the Insurer is unable to meet their obligations under this insurance, an Insured Person may be entitled to compensation from the Compensation Scheme.

**Law Applicable**

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



## ALLOY WHEEL INSURANCE POLICY

**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: 0333 9874020  
RA Claims Limited is an appointed representative of Rest Ashored Limited, who are authorised and regulated by the Financial Conduct Authority (FCA No 732530). You can visit the Financial Conduct Authority's website at [www.fca.org.uk](http://www.fca.org.uk).
2. Where words in this document have been capitalised, such as 'Policy Schedule', it means they have been given a special meaning which is explained in the section entitled 'Meaning of Words'. Throughout this document 'We', 'Us', 'Our' or 'Insurer' means Acasta European Insurance Company Limited and 'You' or 'Your' means the Insured.
3. This 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.

4. Please read these documents fully and carefully to familiarise yourself with the details of Your Policy, and what is and is not covered.
5. Please note that there are specific conditions and exclusions which apply to specific sections of the Policy and there are general conditions and exclusions which apply to the Policy as a whole. Your Policy Schedule is Your evidence that You have been accepted for cover. This Policy is effective during the Period of Insurance specified in Your Policy Schedule.
6. This Policy will provide the Benefit, in accordance with its terms and conditions and subject to its exclusions, if during the Period of Insurance, You incur a loss due to accidental damage to an Alloy Wheel fitted to the Insured Vehicle, when it was originally purchased by You.
7. 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.

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

**POLICY TERMS AND CONDITIONS****MEANING OF WORDS**

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

**Administrator, Our, Us, We:** The appointed Administrator, RA Claims Limited is appointed to administer this policy on behalf of the Insurer. Our address is V12 B Merlin Park, Ringtail Road, Burscough, Lancs, L408JY. Tel: 0333 9874020

**Aggregate Limit:** Is the annual amount equal to Your Cover Level as specified in Your Policy schedule.

**Alloy Wheels:** The Alloy Wheels declared to Us at the time You purchase your Vehicle. This includes Diamond Cut and Polished Alloy Wheels.

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

**Excess:** Means the amount of money You will have to pay in the event of a claim. Your Excess is specified in Your Policy Schedule.

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

**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.

**Insured, You, Your:** A UK resident who is eligible for and has applied for this Insurance and has agreed to pay the premium under this policy

**Policy, Alloy Wheel Insurance Policy:** Means this Policy of insurance on the terms and subject to the conditions, limitations and exclusions set out in this document.

**Policy Period:** The period of time which the insurance applies to and that is shown on your policy schedule, provided We have received Your Premium payment.

**Policy Schedule / Insurance Schedule:** Is the schedule issued by Us which contains details of Your Vehicle, Policy start date and additional information in support of Your application for cover under this Policy, and which forms part of the Alloy Wheel Insurance Policy. Your Policy Schedule will specify the excess payable under this Policy.

**Premium:** The Premium is payable on the payment date shown in the Policy Schedule as the Premium due date.

**Vehicle or Insured Vehicle:** Your motor vehicle detailed in the Policy Schedule; light commercial vehicles (LCV), Motorcycles, scooters, three wheeled vehicles, quad bikes, motorhomes, caravans, boats, trailers and any Vehicles that are used for Hire & Reward are excluded from this definition.

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

**1. WHAT IS COVERED**

Within the Period of Insurance, the Insurer will pay for the cost of repairs resulting from Accidental Damage to Your Alloy Wheels. The Insurer will pay for a specialist repairer to attempt repairs to Your Alloy Wheel to their best endeavors.

In the event that Your Alloy Wheel cannot be safely repaired, the Insurer will pay a contribution towards the cost a like for like replacement, being the individual claim limit, shown on Your Policy Schedule.

The maximum amount the Insurer will pay for any Alloy Wheel repair per individual wheel and the maximum liability is indicated on Your Insurance Schedule.

**2. WHAT IS NOT COVERED**

The following will not be covered:

1. Any Excess as stated on Your Policy Schedule, applied in respect of each repair
2. Your policy does not cover any claim in respect of / for:
  - 2.1. any loss of use of Your Vehicle or any consequential loss of any kind;
  - 2.2. any damage caused by a third party for general maintenance to Your Vehicle;

- 2.3. any damage incurred prior to the inception of the policy
- 2.4. where Our approved specialist repairer has to travel outside of the Geographical Area to attempt repair of Your Alloy Wheels;
- 2.5. which is the subject of fraud, false actions or dishonesty.
- 2.6. where the loss is covered by any other insurance.
3. Your policy will not cover:
  - 3.1. Your Vehicle where it is a commercial Vehicle;
  - 3.2. Your Vehicle where it is an emergency Vehicle, taxi, hire and reward or rental Vehicle, motorcycle or if Your Vehicle is used for dispatch, road-racing, rallying, pace-making, speed testing or any other competitive event.
  - 3.3. a defect which is deemed not to be Accidental Damage.
  - 3.4. general wear and tear or neglect;
  - 3.5. theft of Your Alloy Wheels;
  - 3.6. where the damage to Your Alloy Wheels is deemed to be a manufacturing defect;
  - 3.7. any act or omission which is wilful or unlawful.
  - 3.8. Repairs to previously repaired damage.

**3. GENERAL TERMS AND CONDITIONS**

The following General Exclusions apply to the whole of this Alloy Wheel Insurance Policy and describe the things which are not covered.

- a. Gradually operating effects - Damage caused by rust, corrosion or decay of any kind, insects, vermin, wet or dry rot or mould
- b. Mis-use - Damage caused as a result of the Vehicle(s) being used for a purpose for which it is not intended
- c. 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
- d. Other Insurances - Damage to Vehicle to the extent it is:
  1. more specifically Insured elsewhere for the cover provided under this Policy or
  2. but for the existence of this Policy would be Insured elsewhere.
- e. Previous Repairs - Repair work required to rectify or amend Previous Repairs carried out, not covered under this Policy
- f. Warranty - Damage which is covered by the vehicle manufacturers' warranty or any extension purchased thereto.



## POLICY TERMS AND CONDITIONS

### 4. CLAIMS PROCEDURE

If You wish to make a claim for Accidental Damage to Your Alloy Wheels please telephone Us within 48 hours of the Accidental Damage occurring on 0333 9874020 You will be asked for Your policy number, which is shown on Your Insurance Schedule. We will arrange for a specialist repair company to repair Your Alloy Wheels at Your last known address to Us or in certain circumstances We may be able to authorise the specialist repair company to carry out the repair on Your Alloy Wheels at Your work address

### 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

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

Your Insurance will start from the date shown on Your Insurance Schedule. Your Insurance terminates as soon as any of the following events occur.

1. The expiry date, as shown in Your Insurance Schedule is reached;
2. You, or anyone representing You, defrauds or deliberately misleads the Insurer or Us;
3. You modify the Alloy Wheels.
4. You reach the maximum liability as indicated on Your Insurance Schedule.
5. The premium for this Insurance is not paid; and
6. The Vehicle, as shown in Your Insurance Schedule, is sold or transferred to a new owner. It is Our intention that this Insurance will not be renewed.

### 8. PERIOD OF INSURANCE

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

Your Insurance will start from the date shown on Your Insurance Schedule. Your Insurance terminates as soon as any of the following events occur.

1. The expiry date, as shown in Your Insurance Schedule is reached;
2. You, or anyone representing You, defrauds or deliberately misleads the Insurer or Us;
3. You modify the Alloy Wheels.
4. You reach the maximum liability as indicated on Your Insurance Schedule.
5. The premium for this Insurance is not paid; and
6. The Vehicle, as shown in Your Insurance Schedule, is sold or transferred to a new owner. It is Our intention that this Insurance will not be renewed.

### 9. THIRD PARTIES

3.1 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.

3.2 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.

### 10. DATA PROTECTION

We are the Data Controller for the data You provide to Us. We need to use Your data in order to arrange Your insurance and associated products.

You are obliged to provide information without which We will be unable to provide a service to You. Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by Our relevant staff in making a decision concerning Your insurance and for the purpose of servicing Your cover and administering claims.

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

We and other organisations may use these records to:

- 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.

### 11. CHANGES TO THIS POLICY

- 11.1 We shall not change the terms and conditions of this Policy without notifying You in writing first.
- 11.2 We may need to change the terms and conditions of this Policy because of a change in the law or to regulations.
- 11.3 You may make a request to the Administrator to make changes to this Policy.

### 12. 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 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. Deliberately or recklessly given Us false or incomplete information
2. Agreed to help anyone try to take money from Us dishonestly,
3. Failed to meet the terms and conditions of this insurance; or
4. Failed to act honestly towards Us.

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.

### 13. APPLICABLE LAW

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

### 14. ASSIGNMENT

14.1 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.

### 15. SEVERANCE AND WAIVER

15.1 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.

15.2 If any invalid, unenforceable or illegal provision of these Alloy Wheel 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.

15.3 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.

**15. SEVERANCE AND WAIVER cont.**

15.4 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.

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

**16. 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.

**17. COMPENSATION SCHEME**

17.1 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.

**18. 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.