

Advantage Mechanical Breakdown Insurance

Insurance Product Information Document



Insurance Company:
Acasta European Insurance Company

Intermediary:
Opteven Insured UK Ltd.

Product:
Extended Warranty

Acasta European Insurance Company Limited are registered in Gibraltar under Company No. 96218, with its registered office address at Unit 1, 124 Irish Town, Gibraltar, GX11 1AA. 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 for the conduct of UK business.

This Insurance Product Information Document provides a summary of the key information relating to this insurance policy. The full terms and conditions of the cover can be found in the policy wording. It is important that you read through these documents carefully.

What is this type of insurance?

This insurance protects the customer from the costs of unexpected mechanical or electrical breakdown of covered parts for their vehicle.



What is insured?

- ✓ The actual breakage of any of the mechanical listed parts covered
- ✓ The actual breakage of any electrical listed parts covered
- ✓ Car hire up to £60 per day (inc VAT) for a maximum of 5 days in the event of a valid Claim (excluding fuel and insurance)
- ✓ Tow-in charges up to £150 (inc VAT) in the event of a valid Claim
- ✓ Hotel/rail fare up to £60 (inc VAT) if needed for a valid Claim where applicable
- ✓ European driving cover (for the vehicle) up to 30 days within a 12 month period
- ✓ Working materials where an authorised repair requires the replacement or topping up of oils, antifreeze, other fluids, or replacement of the oil filter
- ✓ In-car entertainment / sat nav during the period of cover if equipment is factory fitted up to £500 (inc VAT)



What is not insured?

- ✗ Faulty workmanship, cracked blocks and cylinder heads, burnt valves or corrosion, carbon build up or accidental damage to the radiator
- ✗ Oil & fluid leaks
- ✗ Incorrect claims procedure ie getting repairs done without authorisation
- ✗ Negligence, fraud, or misrepresentation
- ✗ Modified vehicles or vehicles used for hire and reward
- ✗ Inherent or existing faults at time of purchase
- ✗ Hybrid and Electric vehicles
- ✗ Seals, all light bulbs and light units, keys and fobs
- ✗ Death, bodily injury, third party claims, accidental damage, road hazard, fire damage, consequential loss, or any other damage howsoever caused



Are there any restrictions on cover?

- ! Vehicle must be under 12 years old and under 120,000 miles at cover start
- ! Excludes high-performance marques (e.g. Ferrari, Bentley, Aston Martin, McLaren)
- ! Excludes vehicles over 4,000cc or valued over £100,000
- ! Only one claim per insured part per period
- ! Vans and commercial vehicles over 3,500kg excluded



Where am I covered?

Cover is provided within the United Kingdom and Channel Islands



What are my obligations?

- You must provide full and accurate information to all questions asked.
- Your answers must be true to the best of your knowledge and belief.
- Your answers will form part of the statement of facts on which your policy will be based.
- If you become aware that information you have given us is inaccurate or has changed, you must inform us as soon as possible. Failure to do this may invalidate your policy and claims may not be paid.
- You must ensure that all payments due for your cover have been made as outlined in the Policy Terms and Conditions



When and how do I pay?

You can pay for your cover upfront with one payment via debit / credit card or spread the cost over 12 monthly interest free instalments.



When does the cover start and end?

Your cover will start and end on the dates stated in your Policy Schedule. **Your cover may end if you have not made payments as per the Policy Terms and Conditions.**



How do I cancel the contract?

If you decide that for any reason, this Policy does not meet your insurance needs then contact us within 30 days from the date of purchase or the day upon which you receive your Policy Documentation, whichever is the later.



ADVANTAGE

Mechanical Breakdown
Insurance

opteven

Congratulations on the purchase of Your Extended Warranty.

Please read this document carefully to familiarise Yourself with the liabilities, exclusions, Terms and Conditions, the servicing schedule and how to make a claim for this policy.

Advice and assistance is available:

0345 222 4540

Email: ukadmin@opteven.com

Important Notice:

All claims must be authorised by Us before the relevant repairs are carried out. No payments will be made under the Warranty in respect of repairs which are carried out without Our authorisation.

Support for Vulnerable Customers

We understand that everyone's circumstances are different, and sometime **You** might need extra help to manage **Your** insurance or make a claim. **We** are 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:

 0345 222 4540

 ukenquiries@opteven.com

 Opteven Insured UK Ltd, Oxford House, Oxford Road, Thame, Oxon, OX9 2AH

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

Contents

Policy Details	1
Definitions	1
Eligibility	2
Policy Term	3
What is Covered	3
What is not Covered	4
How to Make a Claim	5
Policy Conditions	6
Cancelling Your Policy	7
Complaints Procedure	7
Misinformation	7
Applicable Law	7
Compensation Scheme	8
Privacy and Data Protection Notice	8
Transferring Your Policy	8

1. POLICY DETAILS

These Terms and Conditions together with the **Policy Schedule** sets out **Your** insurance cover. Please note the following:

- This is a contract of insurance ("policy") between **You**, the purchaser named on the **Policy Schedule** and **Us**. **Your Statement of Demands and Needs**, which includes the signed declaration and the undertaking to pay the premium, forms the basis of the policy.
- This policy is being sold to **You** via the appointed representatives of the **Administrator** who has been appointed by **Us** as **Our** agent to accept insurance covers and handle claims on **Our** behalf.
- The appointed representatives of the **Administrator**, the **Administrator** or **Us** do not provide advice or a personal recommendation about the suitability of this policy. It is **Your** responsibility to ensure that the policy meets **Your** needs.
- Please check that the information contained in the **Policy Schedule** is correct and that it meets **Your** requirements. If it doesn't, please contact the **Administrator**.
- Please read these Terms and Conditions carefully, in conjunction with the **Policy Schedule** and **Statement of Demands and Needs**, and make sure **You** understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the insurance becoming void.
- Please note that as in Section 11 – MISINFORMATION, **You** have an obligation to provide **Us** with any facts which may be relevant to this insurance.
- Words that have special meanings are in bold and the definitions can be found in Section 2 – DEFINITIONS.
- **We** do not have any direct or indirect holding in the **Administrator** and neither does the **Administrator** have any direct or indirect holding in **Us**.

2. DEFINITIONS

Administrator: Opteven Insured UK Ltd, Oxford House, Oxford Road, Thame, Oxon OX9 2AH. Customer Services telephone 0345 222 4540. Customer Services email ukclaims@opteven.com. Opteven Insured UK Ltd is registered in England and Wales and regulated by the Financial Conduct Authority under registration number 311375. These registration details can be checked on the United Kingdom's Financial Conduct Authority's Financial Services Register.

Aggregate Claim Limit: The total value of claims **We** will pay under this policy is the **Market Value of Your Insured Vehicle** at the time of claim.

Date of Purchase: The date on which **You** purchased the **Insured Vehicle**.

European Economic Area: means Europe as the following countries: Austria, Andorra, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Republic of Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden and Switzerland.

Excess: The amount detailed on the **Policy Schedule** to be paid by **You** for every successful claim made under this policy.

Industry Standard Repair Times: An independent source of technical information used by the insurance industry in validating **Vehicles** service, maintenance and repair procedures.

Insured Vehicle: The **Vehicle** detailed in **Your Policy Schedule** which has been purchased by **You** and meets the eligibility criteria set out in this policy.

Market Value: The retail transacted value of a **Vehicle** which is of similar age, make, recorded mileage and model as the **Insured Vehicle**, as published by Glass's Information Services Limited, who are an independent **Vehicle** value assessor. In the unlikely event a retail transacted value is not available for the **Insured Vehicle**, **We** reserve the right to have an independent valuation undertaken to determine the **Market Value**.

Mechanical Breakdown: The actual breakage of a mechanical component or the complete failure of an electrical component causing a sudden stoppage of its function, not by **Wear and Tear**, normal deterioration, negligence or driver abuse which render components inoperative.

Modified: An **Insured Vehicle** that has been altered after the **Date of Purchase**, outside of the manufacturer's standard specification, for example engine enhancements or lowering of the suspension.

Policy Schedule: The schedule provided to **You** when **You** purchased this policy, which contains **Your** details, details of the **Insured Vehicle**, the **Aggregate Claim Limit** and the policy term.

Statement of Demands and Needs: Any signed **Statement of Demands and Needs** and declaration together with any additional information **You** may have supplied to **Us** in support of **Your** application for this policy.

Territorial Limits: The United Kingdom and the Channel Islands. **Territorial Limits** will include the countries of the **European Economic Area** for a period of up to thirty (30) days, in any 12 month period.

Wear and Tear: The gradual deterioration of a part or component as a result of normal wear or ageing and caused by general day-to-day use, and where no **Mechanical Breakdown** has occurred.

We/Us/Our: Acasta Europe Limited, a branch of Acasta European Insurance Company (Financial Conduct Authority registration number 456936).

Acasta European Insurance Company has its registered office and principal place of business at Unit 1, 124 Irish Town, Gibraltar. GX11 1AA (Gibraltar Company registration number 96218), is authorised and is regulated by the Financial Conduct Authority.

Together with its UK Branch, Acasta European Insurance Company is authorised and subject to regulation by the Financial Conduct Authority.

Acasta European Insurance Company has a registered branch in the UK with its registered address at 4 Station Road, Cheadle Hulme, Cheshire, SK8 5AE (UK Branch registration number 07270251).

Acasta European Insurance Company has a registered branch in the UK with its registered address at 4 Station Road, Cheadle Hulme, Cheshire, SK8 5AE (UK Branch registration number 07270251).

Details about the extent of **Our** regulation are available from **Us** on request. Annual reports on **Our** solvency and financial position can be found at [https:// www.acastainsurance.gi/sfcr/](https://www.acastainsurance.gi/sfcr/)

You/Your: Any individual or company who is detailed on the **Policy Schedule**, who has applied for this insurance and has agreed to pay the premium under this policy.

3. ELIGIBILITY

You are eligible for cover from the start date of this policy if:

- **You** are applying as an individual, **You** are eighteen (18) years of age or over and **You** are resident in the United Kingdom or the Channel Islands; or
- **You** are applying as a company, that company is registered in the United Kingdom or the Channel Islands; and
- This is an Advantage Opteven Extended Warranty policy and applies to **Vehicles** up to 12 years old and have covered less than 120,000 miles at inception..

The Vehicle is eligible for this cover if:

- It is a private car or light commercial **Vehicle** not exceeding 3.5 tonnes, 5.5 metres (18 feet) in length and 2.3 metres (7 foot 6 inches) wide;
- It is registered in the United Kingdom or the Channel Islands;
- It has been maintained in a roadworthy condition at all times;
- The **Vehicle** must be insured, taxed and have a current MOT certificate in accordance with the law; and The **Vehicle** must be regularly serviced which must be carried out at a VAT registered garage, and in accordance with the manufacturer's recommendations and the relevant service details are a record and receipt of the service are provided by **Your** servicing garage.

Please Note: The following Vehicles and Vehicle uses are NOT eligible for cover:

- Any **Vehicle** that is not a right hand drive **Vehicle**;
- **Vehicles** used for hire and reward, racing or competition, commercial vehicles or car derived vans;
- Any **Vehicle** that has been **Modified** after the **Date of Purchase** or is a custom-built vehicle unless approved by the manufacturer; and
- Any **Vehicle** which is beneficially owned by a company or person involved in the business of **Vehicle** repair, servicing or car sales or by an employee of such a company or person.

Failure to comply with any of the eligibility above will invalidate the policy.

Your duties

- **You** should read this policy carefully to make sure it provides the cover **You** require.
- **You** are under a duty to make full disclosure of all material facts and fully respond to any requests for information made by **Us** and/or the **Administrator**. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining premium and whether or not they would underwrite the risk. **You** must, to the best of **Your** knowledge, give accurate answers to the questions **We** or the **Administrator** ask when **You** buy **Your** insurance policy. If **You** do not answer the questions truthfully or in full it could result in **Your** policy being invalid or cancelled and could mean that all or part of a claim may not be paid. This may also result in **You** encountering difficulties in trying to purchase insurance elsewhere. The answers or statements **You** make to **Us** or the **Administrator** are **Your** own responsibility.

4. POLICY TERM

Mechanical Breakdown Insurance starts on the date stated in **Your Policy Schedule**. The length of cover provided to **You** or that **You** have chosen is stated in **Your Policy Schedule**. **Your** cover will end at the earliest of any of the below:

- **You** failing to pay **Your** premium when due; or
- **You** or the **Insured Vehicle** no longer meeting the eligibility criteria for **Your** policy; or
- the **Insured Vehicle** being sold, repossessed, disposed of by **You** or
- the **Aggregate Claim Limit** being reached; or
- the policy being cancelled by either **You** or **Us**; or
- The expiry date of the policy as detailed on the **Policy Schedule**.

5. WHAT IS COVERED

This policy covers **You** for an unlimited number of claims subject to the individual claim limits stated in **Your Policy Schedule** following the **Mechanical Breakdown** of one of the parts in **Your Insured Vehicle** stated below which occurs within the **Territorial Limits**.

This insurance is limited to a **Mechanical Breakdown** of each insured part on only one occasion during the period of insurance.

If more than one insured part has failed at the time **You** contact the **Administrator**, it will be dealt with as one claim.

Engine - internal components

Valve assembly, inlet and exhaust valves, valve guides and springs (excluding burnt valves and decokes), cylinder head (excluding cracks, overheating damage and any machining/Skimming), stretched head bolts, push rods, camshaft and cam followers, timing chains and timing chain tensioner, oil pump, pistons and rings, cylinder bores, gudgeon pins, con rods and bearings, crankshaft (excluding bolt) and bearings, flywheel and ring gear, distributor drive.

Camshaft Timing Belt

Are covered if there is proof that the manufacturer's replacement recommendations have been complied with and they are free from oil contamination.

Manual Gearbox & Transfer Box- internal components only

Gears, shafts, synchromesh hubs, selectors, bearings, speedometer drive, overdrive units (when fitted), solenoid (excluding gear cables, linkages, electronic actuators).

Automatic Gearbox - internal components only

Gears, oil pump, shafts, clutches, brake bands, bearings, governors, servos, torque converter, drive plate, valve body, modulator valve, speedometer drive.

Turbo

The complete unit (including wastegate, if it is an integral part of the turbo unit and cannot be purchased separately).

The policy only applies: If the turbo is fitted as part of the manufacturer's original specifications.

Drive System

Crown wheel and pinion, bearings, planet gears, bevel gears, drive shafts, constant velocity joints, 4 wheel drive units. Excluding: rubber gaiters.

Clutch

Centre plate only covered for oil contamination, pressure plate, thrust bearing, clutch fork, master cylinder, slave cylinder.

Brakes

Master cylinder, wheel cylinders, disc brake calipers (excluding seizure & electric motors), servo, brake pumps, brake limiter valve, ABS computer/pumps.

Steering

Power steering rack, power steering pump, steering box, steering idler, steering column, (excluding leaks, electric locks, E.C.U.). Pressure pipes.

Propshaft

Propshaft, universal joints and bearings.

Wheel Bearings

Front and rear wheel bearings.

Front/Rear Suspension

Shock absorbers, coil springs, upper and lower wishbones, ball joints, swivel joints, McPherson struts, suspension arms, antiroll bar, self levelling units and reservoir pump and regulator valves, displacer, hydro-pneumatic system (excluding leaks and bushes).

Fuel System – Petrol/Diesel

Mechanical/Electrical fuel pump, air mass meter, E.G.R. valve, idle control valve (excluding injectors).

Cooling System

Water pump, head gasket, thermostat, heater matrix, radiator, electric fan motor & viscous fan coupling (excluding pulleys).

Air Conditioning

Air conditioning pump. Excluding pulleys if available as a separate component.

Electrical System

Starter motor, alternator, coil, distributor, E.C.U. (engine only), front and rear windscreen wiper motors, heater fan motor, indicator relay, electric window motor, sun roof motor, centralised locking solenoids, cruise control actuator and control unit only. (front and rear heated screens and elements are excluded from cover).

Casings

In the event of a covered item causing damage to a casing then the casing will form part of the Maximum Claim Liability.

Working Materials

Where an authorised repair requires the replacement or topping up of oils, antifreeze or other fluids, or replacement of the oil filter. This will form part of the Maximum Claim Liability.

Manufacturers' Original in-Car Entertainment and Sat Nav

Covered to a maximum of £500

Additional benefits:

You are also covered for additional benefits and for the specific limits as stated below.

Vehicle recovery

In the event of a valid claim the **Administrator** will pay up to £150 including VAT towards the cost of towing the **Vehicle** to the nearest repairer if the **Vehicle** suffers a **Mechanical Breakdown**.

This will form part of the Maximum Claim Liability.

Car Hire

In the event of an agreed repair and provided that the repair time is in accordance with Industry Standards and is in excess of 8 hours, a maximum of £60 per day inclusive of VAT (excluding petrol and insurance) may be reimbursed for up to a maximum of 5 days, (related to the actual repair times from the time repairs commence) and provided that car hire is authorised by **Us** prior to the start of the hire period. This will form part of the Maximum Claim Liability.

European Mechanical Breakdown Cover

Cover is extended to the **Insured Vehicle** when used on the continent of Europe for a period not exceeding 30 days, in any 12 month period. In the event of a **Mechanical Breakdown** on the Continent **You** must comply with the claim's procedure. In the event of a valid claim, reimbursement will be based on the currency exchange rates prevailing on the date that the claim is agreed. Dates of travel may be required to support a valid claim.

Overnight Accommodation and Rail Fare

Hotel expenses or return rail fare will be reimbursed to a maximum of £60 including VAT within the maximum claim limits, providing that the **Insured Vehicle** is rendered immobile due to a valid claim under the terms of the policy. Bona fide receipts will be required in the event of a claim. Drinks and meals are specifically excluded.

6. WHAT IS NOT COVERED EXCLUSIONS

1. If the **Insured Vehicle** is used for any of the excluded uses that appear in **Section 3 – ELIGIBILITY**;
2. Any faulty workmanship, cracked blocks, cracked cylinder heads, machining/skimming, burnt valves, oil and fluid leaks, water ingress, brake & clutch friction material, corrosion, carbon build up and accidental damage to radiator or air conditioning condenser;
3. Any Claim for consequential **Mechanical Breakdown** of a Covered or non-Covered Component.

4. Any claim for **Wear and Tear**;
5. Any claim not occurring within the policy period as described in **Your Policy Schedule**;
6. **We** are not liable for parts that have reached the end of their normal working lives because of age or usage;
7. Any claim where **You** are unable to provide evidence of the service history for **Your Insured Vehicle**;
8. Any act, omission or negligence by **You** (or any user of the **Insured Vehicle**), which adds to the loss or damage;
9. Any claim arising from or caused by frost, snow, ice, flooding, freezing;
10. Parts being subject to recall by the manufacturer;
11. Any part that has not failed but is recommended by the manufacturer as good working practice to replace or maintain.
12. The failure of a part which is under any manufacturer's or supplier's warranty;
13. This policy does not cover death, bodily injury, third party claims, accidental damage, road hazard, fire damage, consequential loss, or any other damage howsoever caused;
14. Losses normally covered under a road risks insurance policy or loss resulting from an accident to the **Insured Vehicle**;
15. If the **Insured Vehicle** has been altered or **Modified** from the manufacturer's original specification, or having been raced, rallied, used in competition, or for hire or reward, used for courier work, driving tuition or custom-built **Vehicles**, including a change in the fuel system to use alternative fuel;
16. Any parts which have not actually failed and are replaced or recommended during routine servicing or maintenance, software (including updates) and/or adjustments;
17. All damage caused by a failure to replace the cambelt in accordance with the manufacturer's recommendations;
18. Exhaust emission MOT failures.
19. Any **Mechanical Breakdown** caused by lack of normal and proper use or care, including the incorrect use of fuel;
20. Any component failure due to lack of lubrication, failure to check other fluid levels and adjusting where necessary or ignoring any warning signals, gauges or lights;
21. This policy does not cover inherent faults of any description;
22. Any fault that is present at the time of purchase;
23. **We** shall not provide any benefit under this contract of insurance 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.

7. HOW TO MAKE A CLAIM

Process

When a fault occurs with **Your Insured Vehicle**, please contact the **Administrator** to ascertain if it will be covered under **Your** policy either

**by telephone on 0345 222 4540 or
by email to ukclaims@opteven.com**

If **You** wish to use **Your** own repairer, the **Administrator** will agree costs with them at the same parts and hourly labour rate as the **Administrator's** network repairers charge.

1. If the cause of **Your Mechanical Breakdown** is not obvious, it may be necessary to dismantle the **Insured Vehicle** to some extent, (this will be done only on **Your** authority) the cost of this will be **Your** responsibility at this stage. If **We** subsequently accept the repair, **We** will cover the cost of dismantling to form part of the maximum claim limit. If **We** do not accept the cost of this repair **You** will be responsible for the costs of dismantling.
2. Diagnosis is covered for up to one (1) hour per valid claim and will form part of the Maximum claim Liability.
3. If the **Administrator** finds the claim to be within the scope of **Your** policy an authorisation number will be issued once the costs have been agreed. All repair times will be validated against the **Industry Standard repair times** manual current at the time of **Your** claim.
4. **You** must allow **Us** access to examine the **Vehicle** at all times during a claim to assess liability. To establish liability it may be necessary to instruct an independent assessor to inspect and report his findings. The result of which cannot be contested except by another independent assessor.
5. Claims must be registered within seven (7) days of their occurrence.
6. Once **Your** claim has been authorised, **You** may proceed with the repairs. On completion, send in the repairer's invoice and any relevant **Vehicle** VAT service invoices requested by the **Administrator** as soon as possible. Please ensure that the authorisation number is marked on the invoice, and state clearly who is to be paid.

7. In the event of a false or fraudulent claim being submitted, **Your** policy will be rendered invalid. In all cases, **We** reserve the right to prosecute.
8. Any work carried out without prior authorisation will not be reimbursed. No claims are valid without an authority number. Once a fault has been registered, the **Administrator** has the right to contact repairers and discuss potential liabilities under the policy cover.

Points to note about the claims process

- **We** reserve the right to subject the **Insured Vehicle** to an independent assessment at **Our** expense. If, following specific arrangements for inspection, and through no fault of **Ours**, the engineer cannot inspect - for example, because the **Insured Vehicle** is not available or is not stripped etc. **We** will deduct fees for the second inspection visit from the authorised amount of the claim.
- **We** and the **Administrator** may obtain and share information concerning any claim **You** may make against this policy with the **Insured Vehicle** and approved repairer, for the purposes of administering **Your** policy and claim.

8. POLICY CONDITIONS

- The maximum benefit payable by **Us** in respect of the **Insured Vehicle** is the **Aggregate Claim Limit**.
- The maximum limit per claim and in total during the period of cover is the current **Market Value** of the **Vehicle**, up to a maximum of £20,000.
- If **You** are covered by any other insurance or warranty for the same or similar benefit(s) provided under this policy, then **We** will only be responsible for paying a fair proportion of any benefit which **We** would otherwise be due to pay.
- This policy shall not acquire a surrender value.
- It shall not be possible for **You** to assign or change the benefits of this policy in any way whatsoever.
- **We** have the right to take proceedings in **Your** name, in order to recover for **Our** benefit, the amount of any payment made under this policy.
- **You** must notify the **Administrator** as soon as possible if any of **Your** details change during the term of the policy.
- Subject to **Our** approval **You** may be offered a renewal or extension of this policy shortly before it is due to expire.
- Where the replacement of any part(s) or assembly(ies) brings about improvement or betterment of the **Insured Vehicle** a contribution may be required from **You**. This will take account of the age and mileage of the **Insured Vehicle** and the cost of restoring the **Insured Vehicle** to its pre-breakdown condition.

- Servicing - After servicing becomes due **You** have a maximum of twenty one (21) days or five hundred (500) miles (whichever is the sooner) to have the service completed.
- If any of the following changes occur **You** must notify the **Administrator** immediately.
 - Change of address
 - The use of **Vehicle** e.g. being used for Private Hire
 - Any modifications to **Your Vehicle**
 - The **Insured Vehicle** is used for more than thirty (30) days abroad in any one year

Failure to notify the **Administrator** of any changes may invalidate **Your** cover under the policy. The **Administrator** will then advise **You** of any changes in terms.

- **You** must not act in a fraudulent manner. If **You**, or anyone acting for **You**, make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or make a statement in support of a claim, knowing the statement to be false in any respect; or submit a document in support of a claim, knowing the document to be forged or false in any respect; or make a claim in respect of any loss or damage caused by **Your** willful act, or with **Your** connivance, then:
 - **We** shall not pay the claim;
 - **We** shall not pay any other claim which has been made or will be made under the policy;
 - **We** may at **Our** option declare the policy void;
 - **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy;
 - **We** shall not make any return of premium and
 - **We** may inform the police of the circumstances

9. CANCELLING YOUR POLICY

You have the right to cancel **Your** policy. Please see below for **Your** refund rights.

Where **You** wish to cancel **Your** policy within the thirty (30) day period specified below, please contact the **Administrator**.

Where **You** wish to cancel **Your** policy after the thirty (30) day period, please contact the **Administrator** by any of the below methods:

- Telephone Number 0345 222 4540
- email to ukclaims@opteven.com or
- Or by writing to the Customer Relations Manager, Opteven Insured UK Ltd, Oxford House, Oxford Road, Thame, Oxon, OX9 2AH

Refund Rights

If **You** cancel within 30 days from the start date on the **Policy Schedule** or receipt of the policy terms (whichever is later) and have not made a successful claim on **Your** policy, **You** will be entitled to a full refund of premium paid which will be paid to **You** by the **Administrator**.

If **You** cancel after 30 days from the start date in the **Policy Schedule** or receipt of the policy terms (whichever is later) **You** will receive a partial refund based on the remaining time on **Your** policy less an admin fee. Again this is only if **You** have not made a claim during the time **You** have had the policy..

10. COMPLAINTS PROCEDURE

If **You** wish to make a complaint about the conduct of the sale of this policy, including any information provided as part of the sale, please contact the **Administrator**.

The **Administrator** handles all other complaints relating to this policy on **Our** behalf. If **You** wish to make a complaint, please do so by contacting **Us** by any of the below methods:

- Telephone Number 0345 222 4540
- email ukcomplaints@opteven.com
- Or by writing to the Customer Relations Manager, Opteven Insured UK Ltd, Oxford House, Oxford Road, Thame, Oxon, OX9 2AH.

The **Administrator** will acknowledge **Your** complaint promptly and aim to resolve **Your** complaint within 8 working days from first notification of **Your** complaint.

If the **Administrator** 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** 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, London, E14 9SR.

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.

11. MISINFORMATION

When applying for insurance, varying **Your** cover, or submitting a claim, **You** or anyone duly authorised by **You** must take reasonable care to answer all questions honestly and to the best of **Your** knowledge. Failure to do so may affect the validity of **Your** policy or the payment of **Your** claim.

12. SANCTIONS

We shall not provide any benefit under this contract of insurance 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.

13. 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 contract to have the right to enforce the terms of this policy;
- **You** and **We** can rescind or vary the terms of this contract without the consent of any third party to this policy, who might seek to assert that they have rights under this policy.

14. APPLICABLE LAW

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

15. COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Acasta European Insurance Company cannot meet its liabilities under this policy. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk or write to:-

Financial Services Compensation Scheme,
10th Floor, Beaufort House,
15 St Botolph Street,
London, EC3A 7QU.
Telephone: +44 (0)207 892 7300.

16. PRIVACY AND DATA PROTECTION NOTICE

Data Protection

Acasta European Insurance Company (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data.

How We Use Your Personal Data

We may use the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party **Administrators**, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer **Your** personal data to destinations outside of the United Kingdom or the **European Economic Area** ("EEA"). Where **We** transfer **Your** personal data outside of the United Kingdom or the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of 7 years following the expiration of the policy, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at [www.https://www.acastaeurope.co.uk/privacy-policy](https://www.acastaeurope.co.uk/privacy-policy).

Alternatively, please contact The Data Protection Officer, Acasta European Insurance Company Limited, Unit 1, 124 Irish Town, Gibraltar, GX11 1AA or via email at compliance@acastaeurope.co.uk

17. TRANSFERRING YOUR POLICY

If **You** sell the **Vehicle** this policy, is not transferable.



Opteven Insured UK Ltd are authorised and regulated by the Financial Conduct Authority Firm's reference number 311375.
A Company Registered in England & Wales. Company No. 04801804.

Registered office: Opteven Insured UK Ltd, Oxford House, Oxford Road, Thame, Oxon, OX9 2AH.