

## Motor Insurance Excess Protection Policy Wording

### Introduction

Thank you for choosing Vehicle Excess Insurance. The information in this policy wording contains important information and **We** have made it as easy as possible to understand. Please take time to read through it and contact **Us** if You need any further information. This policy is designed specifically for authorised / Named Drivers as per the main Vehicle Excess Insurance Policy.

### SELLING BROKER

**Business Choice Direct Insurance Services Limited** FCA number **477112** who is acting on behalf of the customer and able to advise upon, sell and administer general insurance products in the United Kingdom.

### MARKETING INTERMEDIARY

**Strategic Insurance Services Limited** FCA number **307133**, which is authorised and regulated by the Financial Conduct Authority (or equivalent) to carry out general insurance mediation business activities in and from within the United Kingdom. **Strategic Insurance Services Limited** deals with the selling broker in relation to this insurance.

### INSURER

This insurance is underwritten by **Astrenska Insurance Limited**. Registered in England No. **1708613**. Registered Office: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

### WHAT MAKES UP THIS POLICY?

This policy wording and the **Certificate of Insurance** must be read together as they form **Your** insurance contract.

### INSURING CLAUSE

In consideration of payment of the premium, the insurer will indemnify or otherwise compensate **You** against financial loss as described in and subject to the terms, conditions, limits and exclusions of this policy, occurring or arising during the **Period of Insurance** or any subsequent period for which the insurer agrees to accept a renewal premium.

### CONSUMER INSURANCE ACT

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) Supply accurate and complete answers to all the questions we or the administrator may ask as part of **Your** application for cover under the policy.
- b) To make sure that all information supplied as part of **Your** application for cover is true and correct
- c) Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

### JURISDICTION AND LAW

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

## COOLING OFF PERIOD

Business Choice Direct Insurance Services Limited will refund **Your** premium in full if, within 14 days, **You** decide that it does not meet **Your** needs or that **You** do not want this policy, provided **You** have not reported a claim. The 14 day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the later. Once the 14 days has expired, **You** have the right to cancel this insurance, however, no refund of premium will be due to **You**.

If **You** wish to request a cancellation then please contact **Your** selling broker from whom **You** purchased this policy

## OUR RIGHT TO CANCEL

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 7 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## DEFINITIONS

*Where **We** explain what a word means that word will be highlighted in bold print and will have the same meaning wherever it is used in the policy.*

**“Annual Aggregate Limit”** means the maximum amount payable in the **Period of Insurance** as shown in **Your Certificate of Insurance**.

**“Business Use Class 3”** means the **Insured Person** and any **Named Driver(s)** using the **Motor Vehicle** for business, to solicit orders or to deliver pre-purchased goods. This also includes anyone who uses the **Motor Vehicle** to travel from customer to customer on commercial business.

**“Certificate of Insurance”** this forms part of this policy document and contains the name of the **Policyholder** and gives details of the cover provided by this policy.

**“Commercial Use”** means the **Insured Person** and any **Named Driver(s)** using the **Motor Vehicle** as a taxi, minicab, limousine or driving school or being used for commercial use by sales representatives who have use and responsibility for their own company vehicle.

**“Excess”** means the amount **You** are responsible for/have to pay under the terms of **Your Motor Insurance Policy**.

**“Imminent Claim”** means an **Incident** that could give rise to a claim under this policy that **You** are or were aware of prior to the inception date of this policy that was to be or had just been reported under **Your Motor Insurance Policy**.

“**Incident**” means a claim occurrence under **Your Motor Insurance Policy** during the **Period of Insurance**.

“**Motor Insurance Policy**” means **Your** insurance policy covering social, domestic, pleasure and commuting use by the **Policyholder** and/or a **Named Driver(s)**; issued by an authorised and regulated **Motor Insurer** to **You** in respect of **Your Motor Vehicle**.

“**Motor Insurer**” means an authorised UK **Motor Insurer**.

“**Motor Vehicle**” means one of the following as declared on **Your Certificate of Insurance**

- a) PRIVATE MOTOR also called a car (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers.
- a) BUSINESS CAR (not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers that is used for personal and/or commercial business.
- b) MOTORCYCLE (also called a motor bicycle or motorbike) which is constructed with two-wheels and powered by an engine
- c) COMMERCIAL VEHICLE not exceeding an uploaded weight of 3.5 metric tonnes being used for transporting goods.

of which **You** are the owner or which **You** are authorised to drive.

“**Named Driver(s)**” means drivers in addition to **You** who are permitted to drive under the terms of your **Motor Insurance Policy**

“**Period of Insurance**” means the period for which **We** have accepted the premium as stated in **Your Certificate of Insurance**.

“**Terrorism**” means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“**Waived or Reimbursed**” means where a third party has already made good the **Excess** shown in the schedule of **Your Motor Insurance Policy**.

“**We/Us/Our**” means **Astrenska Insurance Limited**.

“**You/Your/Insured Person**” means the person whose name appears at the top of **Your Certificate of Insurance**.

## **COVER PROVIDED**

1. Cover is provided for the **Excess** that **You** are responsible for following the successful settlement of any loss, destruction or damage for **Your Motor Vehicle** under **Your Motor Insurance Policy** in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where **You** were at fault the claim will be settled when **We** are in receipt of the settlement letter from **Your Motor Insurer**. For claims where **You** are deemed either partially at fault or not at fault if **Your Excess** is not recovered from the third party within 6 months from the of **Incident** **We** will reimburse any **Excess** payment for which **You** have been made liable up to the **Annual Aggregate Limit** insured under the policy.
2. Cover will only operate when the **Excess** of **Your Motor Insurance Policy** is exceeded and following the successful claim payment.
3. The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown in **Your Certificate of Insurance**. Once the **Annual Aggregate Limit** is exhausted this policy is automatically cancelled and **You** are then liable for all and any future **Excess** payments as defined in **Your Motor Insurance Policy**.

## WHAT IS NOT COVERED (Exclusions)

1. Any claim that **Your Motor Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
2. Any claim that is refused under **Your Motor Insurance Policy**.
3. Any claim where the **Motor Vehicle** is being used
  - a) for **Commercial Use, Business Use Class 3** or hire and reward unless **Your Motor Vehicle** has been declared as a **BUSINESS CAR, COMMERCIAL VEHICLE** or a **TAXI**
  - b) for any purpose in connection with the motor trade
  - c) in any competition, trial, performance test, race or trial of speed, including off-road events, whether between **Motor Vehicles** or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.
4. Any claim under **Your Motor Insurance Policy** which occurred prior to the **Period of Insurance** as shown on **Your Certificate of Insurance** that **You** were aware was an **Imminent Claim**.
5. Any claim notified to **Us** more than 31 days following the successful settlement of **Your** claim under **Your Motor Insurance Policy**.
6. Any contribution or deduction from the settlement of **Your** claim against **Your Motor Insurance Policy** other than the stated policy **Excess** for which **You** have been made liable.
7. Any claim that has been **Waived or Reimbursed**.
8. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
9. Any claim arising from glass repair or replacement.
10. Any claim arising from breakdown or misfuel.
11. Any claim resulting from war and/or **Terrorism**.
12. Any claim resulting from:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

## CONDITIONS APPLICABLE

1. **Your Motor Excess Protection Insurance Policy** will continue to respond for the **Period of Insurance** or until **Your Annual Aggregate Limit** is exhausted; whichever comes first.
2. **Your Motor Insurance Policy** must be maintained, current and valid.
3. The **Insured Person** must match the name of the individual stated on **Your Motor Insurance Policy**.
4. In the event that any misrepresentation or concealment is made by **You** or on **Your** behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.

5. Right of Recovery - **We** can take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this policy.
6. Other Insurance - If **You** were covered by any other insurance for the **Excess** payable following the **Incident**, which resulted in a valid claim under this policy, **We** will only pay **Our** proportionate share of the claim.
7. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. **We** will only give **You** the cover that is described in this policy if **You** have complied with the terms and conditions under **Your Motor Insurance Policy** and all the terms and conditions of this insurance policy, as far as they apply.
9. If **You** make a claim under this policy that is found to be false or fraudulent in any way, the policy is void and any claim will not be paid.
10. This insurance is only valid if **You** are a permanent resident of the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
11. **You** and any **Named Driver(s)** must have a current full and valid UK driving licence, or hold a full internationally recognised licence.
12. **We** have the right to approach any third party in relation to **Your** claim.

#### **HOW TO MAKE A CLAIM**

**Your** claim will be handled on the insurer's behalf by ClaimEz. ClaimEz is an online web based system managed by Strategic Insurance Services Limited (SISL) who, whilst handling claims, is acting as an agent of the insurer.

The claim process has been specifically designed to make it as quick and efficient as possible to process and handle **Your** claim. **You** will be asked to provide **Your** scheme code which is **20324**.

If **You** have access to the internet:

Visit **Our** claims website: [www.claimEZ.com](http://www.claimEZ.com) where **You** will be able to register **Your** claim, enter all the necessary details and upload the documents that will be specified to **You**. **Our** internet solution is the quickest and easiest way to submit **Your** claim to **Us**.

If **You** do not have access to the internet:

Please call ClaimEz on 0203 503 0500 to notify **Us** of **Your** claim. Some initial details will be taken and **You** will then be sent a claim form by post to complete and return to **Us** along with supporting documentation that will be specified to **You**. When calling **Us**, please have **Your** policy number to hand. Please note that a postal claim may take significantly longer to settle than an online claim; especially if **We** need to write to **You** to request additional information.

Failure to follow these steps may delay or jeopardise the payment of **Your** claim.

**ClaimEz** are an insurers agent and in the matters of a claim act on behalf of the insurer.

#### **COMPLAINTS PROCEDURE**

**We** do everything possible to make sure that **You** receive a high standard of service. If **You** are not satisfied with the service that **You** receive, **You** should address **Your** enquiry/complaint to:

#### For sales complaints:

Business Choice Direct Insurance Services LTD  
1<sup>st</sup> Floor Stoneham Gate  
Stoneham Lane  
Eastleigh  
SO50 9NW  
Contactus@businesschoicedirect.co.uk

#### For claim complaints:

The Customer Care Manager  
ClaimEz (SIS)  
PO Box 70931  
London  
SW20 2EE  
[customercare@claimez.com](mailto:customercare@claimez.com)

Please provide full details of **Your** policy and in particular **Your** policy/claim number to help **Your** enquiry to be dealt with speedily.

If **Your** complaint is not resolved within 8 weeks or **You** are not satisfied with the outcome **You** may be able to refer the complaint to the Financial Ombudsman Service (Ombudsman): -

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
T: 0300 123 9123  
E: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
W: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact **Your** local authority Trading Standards Service or Citizens Advise Bureau.

#### COMPENSATION SCHEME

**Astrenska Insurance Limited** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.Fscs.org.uk](http://www.Fscs.org.uk).

#### DATA PROTECTION

The Parties shall comply with all applicable obligations imposed by, or made under requirements of the Data Protection Act 1998 ("DPA"), together with any other applicable regulations, orders or codes of practice or equivalent legislation in the jurisdiction in which it carries on business.

#### How we use the information about you

As a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
- issue you this insurance policy;
- deal with any claims or requests for assistance that you may have
- service your policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed.

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators and claims management organisations where they provide administration and

management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

### **Processing your data**

Your data will generally be processed on the basis that it is:

necessary for the performance of the contract that we have with you;

- is in the public or your vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

### **How we store and protect your information**

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

### **How you can access your information and correct anything which is wrong**

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

Email address: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)

Postal Address: Sussex House, Perrymount Road, Haywards Heath, Sussex RH16 1DN

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate

## Vehicle Excess Reimbursement

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>

### FINANCIAL CRIME POLICY STATEMENT

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance** **We** may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the **Certificate of Insurance**. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.