

EXCESS PROTECT

MOTOR EXCESS INSURANCE – POLICY WORDING

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. It explains what is covered and what is not covered. There are also exclusions and conditions that **you** must follow for the policy to work. This policy is provided on behalf of ALPS a trading name of Auto Legal Protection Services Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA Number 300906). Its registered office is at Sunnyside Mill, Highfield Road, Congleton, Cheshire CW12 3AQ. It is registered in England no: 3676991.

INSURER

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

WHAT MAKES UP THIS POLICY?

These **motor excess insurance policy** terms and conditions.

COOLING OFF PERIOD

If you find that the cover provided under this policy does not meet your needs, please contact us on 0844 800 3695 within 14 days of receiving this document and we will cancel this policy. You will receive a full refund of your premium as long as you have not made any claims.

We may cancel this policy by giving you at least 14 days' written notice at your last-known address if:

- You fail to pay the premiums;
- You otherwise stop keeping to the terms and conditions of this policy in any significant way; or
- The cost of providing this policy becomes too high.

We may cancel this policy without giving you notice if, by law or other reason, we are prevented from providing it.

If we cancel the policy under this section, we will refund the premium paid for the remaining period of insurance, unless you have made any claims. We can refuse to renew any individual policy.

We may cancel this policy without giving you notice and without refunding your premium if you:

- Make or try to make a fraudulent claim under your policy;
- Are abusive or threatening towards our staff; or
- Repeatedly or seriously break the terms of this policy.

If **you** make a valid claim before the policy is cancelled, we will pay it before we cancel the policy.

JURISDICTION AND LAW

This **motor excess insurance policy** is governed by the laws of England and Wales.

DEMANDS AND NEEDS

This **motor excess insurance policy** meets the demands and needs of a policy holder seeking to protect the **excess** they are liable for following a successful claim under their **main insurance policy**.

DEFINITIONS

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

Annual aggregate limit means the total amount of cover **you** have bought under **your motor excess insurance policy**.

Business use class 3 (BU3) means **you** and **your** named drivers are authorised drivers using the **vehicle** for business, to solicit orders and deliver pre-purchased goods. This includes sales representatives, consultants and agents and anyone else who uses the vehicle to travel from customer to customer for commercial business use including hire and reward.

Excess means the amount that is deducted from **your settled claim** under **your main insurance policy**. The excess is the first part of any claim which is not payable by the insurer. Payment of the excess will not include any administration or other fees which **you** may be charged by **your** insurer under **your main insurance policy**. Such fees are not recoverable under **your motor excess insurance policy**.

Home means **your** main permanent place of residence in the **United Kingdom**.

Motor excess insurance policy means this insurance.

Main insurance policy means insurance policy issued by an authorised UK motor insurer to you in respect of your motor vehicle.

Motor Vehicle means a vehicle or motorbike which is registered at **your home** address, used for social and domestic purposes and commuting to **your** usual place of work, which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers and not exceed 3.5 tonnes. **You** must be the owner of the Motor Vehicle or authorised to drive it.

Period of Insurance means the period for which **we** have accepted the premium as stated in **your certificate of insurance**.

Settled claim means a valid claim paid under **your main insurance policy** or, by a relevant **third party**, where **you** were at fault.

Third party means a person or company liable to **you** in respect of a claim.

United Kingdom means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Waived or reimbursed means where a **third party** has already made good the **excess**

We/Us/Our means Inter Partner Assistance (the insurer) and AXA Assistance (UK) Ltd (the administrators of this policy) both of The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK, RH1 1PR. In the Data Protection section of this policy '**we**' also means ALPS

You/your/policy holder means the person whose name appears on the **certificate of insurance** of your **Main Insurance policy**.

WHAT IS COVERED?

- a. Subject to the appropriate premium being paid, we will pay you in each relevant period of insurance an amount equal to the excess in relation to each settled claim on your main motor insurance policy up to the annual aggregate limit in respect of claims arising from fire, theft, flood, vandalism or an accident where you were at fault or partially at fault or where within 6 months you are unable to recover your excess from a liable third party. **This motor excess insurance policy covers one motor vehicle only whilst being used for: social, domestic pleasure and commuting to and from your place of business.**
 - b. personal business use by **policyholder** including **business use class 3**.
1. The maximum amount payable under this policy will be £750.
 2. **You** are also covered where **you** have been unsuccessful in recovering the **excess** cost from a **third party** within six months of making a valid claim against them under **your main insurance policy**.

This Policy will continue to respond for the **period of insurance** or until **your** £750 is exhausted whichever comes first. **You** will then be liable for all and any future **excess** payments as defined in **your main insurance policy**. The **annual aggregate limit is £750** in any one policy period.

GENERAL CONDITIONS

1. The **main insurance policy** must be valid and provided by an insurer authorised to conduct insurance business in the **United Kingdom**.
2. **Your** name must be stated as the **policy holder** in the **certificate of insurance** and as the **policyholder** on **your main insurance policy**.
3. In the event that any misrepresentation or concealment is made by **you** or on **your** behalf in obtaining cover or making a claim under this **motor excess insurance policy** this policy will be void, no claims will be paid and no refund of premium will be given.
4. If **you** are covered by any other insurance for the **excess** payable, which results in a valid claim under that policy, **we** will only pay **our** proportionate share of the claim.
5. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
6. **You** must be permanently resident in the **United Kingdom**
7. In the event **we** pay a claim under any cover provided by this insurance that may be recoverable from a **third party**, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from the **third party**.
8. This insurance contract is between **you** and **us**. Any person or company who is not party to this **motor excess insurance policy** has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this policy. This does not affect any other rights another organisation has apart from under that Act.
9. **We** may cancel this **motor excess insurance policy** by giving **you** 14 days notice by recorded delivery to **your** last known address and will refund the amount of **your** premium proportionate to the unexpired term of **your** policy provided **you** have not made a claim.

WHAT IS NOT COVERED (EXCLUSIONS)

1. Claims for **excess** that **your main insurance policy** does not respond to or where the **excess** is not exceeded.
2. **We** will not reimburse **you** for any claim **you** make under this **motor excess insurance policy** within the first 30 days immediately following the start date of cover unless this insurance was taken out at the same time as **your main insurance policy**.
3. Claims where the **excess** is **waived or reimbursed** by a **third party** or not exceeded.
4. Claims which took place outside the **period of insurance** of this **motor excess insurance policy**.
5. Claims where the incident took place outside the **United Kingdom**.
6. Claims notified to **us** more than 30 days following the settlement of a claim under **your main insurance policy** or by a **third party**.
7. **Excess** payments in respect of claims refused by **your main insurance policy**
8. Any contribution or deduction from **your settled claim** under **your main insurance policy** other than the stated policy **excess** for which **you** have been made liable.
9. **Motor vehicles** not specified in **your main insurance policy**.
10. Motor claims arising from breakdown, misfuelling, windscreen repair or replacement or any glass repair or replacement to **your motor vehicle**.
11. Any losses caused by war, revolution or any similar event.
12. Any losses caused by: 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.

HOW TO MAKE A CLAIM

To make a claim **we** will ask **you** to submit supporting documentation listed below. It is important **you** submit all the documentation requested, as **we** will be unable to process **your** claim until received.

1. Scheme Code: 10386
2. Evidence the **excess** amount has been paid to **your** motor insurer following **your** claim
3. Evidence that **your** claim with **your** main insurer has been settled stating that **you** were at fault.
4. Certificate of **main insurance policy** that **you** have paid the **excess** on.

- **Via the internet:**

Visit **our** claims web site: <https://www.excessclaim.co.uk> where **you** will be able register **your** claim on line.

Or

- **By Phone**

Please call AXA Assistance on 01737 815 404 to notify **your** claim. **You** will receive a claim form to complete and will be asked to send **us** copies of **your** documents.

Our internet solution allows **you** to enter all the necessary details **we** require to settle **your** claim. **We** recommend **you** use the web link as **you** will need to post documents to **us** if **you** contact **us** by phone, which could result in delays of **your** claim being settled.

FAILURE TO FOLLOW THESE STEPS MAY DELAY OR JEOPARDISE THE PAYMENT OF YOUR CLAIM.

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, please contact: The Quality Manager, Inter Partner Assistance SA, The Quadrangle, 106 - 118 Station Road, Redhill, Surrey, UK. RH1 1PR. Telephone: 0870 609 0023

If **we** have given **you our** final response and **you** remain dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS). Their address is: Exchange Tower, Harbour Exchange Square, London, E14 9GE. Telephone 0800 023 4567.

Compensation Scheme

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). Further information can be obtained from the website www.fscs.org.uk

DATA PROTECTION

We will keep details of **you, your** cover and claims to help **us** deal with **your** claims, prevent and detect fraud, money laundering or similar activity. **We** will use this information in line with the Data Protection Act 1998.

Upon payment of a statutory fee **you** can request a copy of the information that **we** hold about **you**. To request this, please write to: Data Protection Officer, Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK. RH1 1PR

Please let ALPS know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, or if the law requires **us** to disclose it.

We may monitor and record phone calls to help maintain **our** quality standards and for security purposes.