

EXCESS PROTECTION INSURANCE

(Private Motor)

Thank You for purchasing **Your** Excess Protection policy.

You have agreed to purchase this optional Insurance policy as **You** would like **Your Excess** to be reimbursed following a claim under **Your Motor Insurance Policy** if it cannot be recovered from a third party.

Statement of Fact:

Your policy and cover provided are based on the information provided by **You** and **You** have chosen a level of excess cover that meets **Your** needs.

You must take reasonable care to provide complete and accurate answers to the questions **Your** selling broker asks when **You** take out or make changes to **Your** policy. If **You** fail to do so, **Your** policy may be void, or may be cancelled, or **Your** claim may be rejected or not fully paid. If **You** are in doubt as to whether **You** have answered any questions completely and accurately, **You** should check **Your** records rather than guess.

As part of **Your** application for this insurance **You** agreed to and accepted the following eligibility criteria.

Eligibility Statement:

- **You** have agreed to purchase **Excess** Insurance as **You** would like **Your Excess** reimbursed following a claim under **Your Motor Insurance Policy**.
- The Insured Person under this policy matches the lead name on the **Motor Insurance Policy**.
- **You** are the owner or insured to drive the **Motor Vehicle** insured under this policy.
- **Your** insured **Motor Vehicle** is not insured for **Business Use Class 3**.
- **Your** insured **Motor Vehicle** is not used for **Commercial Use**, or as a taxi, or any connection with the motor trade.
- **Your** insured **Motor Vehicle** is not used in any competitions, trials, performance tests or off road events.
- **You** are a permanent resident of the United Kingdom.
- **You** and any **Named Driver** has a current full and valid UK driving licence.

You confirm that the information **You** have provided is both honest and accurate and that **You** have read and understood this Insurance Policy, the Insurance Product Information Document and **Your** selling brokers Terms of Business Document. **You** understand that if **You** deliberately or carelessly misinform insurers then a subsequent claim may not be paid.

EXCESS PROTECTION INSURANCE

(Private Motor)

Introduction

Thank **You** for choosing Excess Protection 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 the **Administrator** if **You** need any further information.

Selling Broker

An FCA authorised intermediary, who is acting on behalf of the customer and able to, sell and administer general insurance products in the UK. Please check the **Policy Schedule** for details of the selling broker.

Claims Handler (the Administrator)

Virtual Insurance Products Limited t/a Choose Your Insurance (FCA number 307038), 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.

Insurer

This product is underwritten by Fortegra Europe Insurance Company SE UK Branch (“**we**”, “**us**” or “**our**” in this Policy Document), a branch of Fortegra Europe Insurance Company SE (Malta Company Registration Number SE 17; UK Branch registration number BR021916) who is authorised and regulated by the Malta Financial Services Authority.

Together with its UK Branch, Fortegra Europe Insurance Company SE is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority under registration number 805770 and limited regulation by the Prudential Regulation Authority. Details about the extent of the underwriter’s regulation by the Prudential Regulation Authority are available from the underwriter on request.

What Makes up this Policy?

This policy wording and the **Policy Schedule** must be read together as they form **Your** insurance contract.

Insuring Clause

In consideration of payment of the premium, **We** 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 **We** agree to accept a renewal premium.

Cooling off Period

Your selling broker 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 cancel then please contact the selling broker from whom **You** purchased this policy.

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

“**Administrator**” - Choose Your Insurance, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon TQ9 6LR. Virtual Insurance Products Limited trading as Choose Your Insurance are authorised and regulated by the Financial Conduct Authority. Firm reference number 307038.

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

“**Business Use Class 3**” means the use of the **Motor Vehicle** for the transportation of light goods and selling purposes such as door-to-door sales.

“**Commercial Use**” means the use of the **Motor Vehicle** as a taxi, minicab or limousine.

“**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 **Your Motor Vehicle** for social, domestic, pleasure, commuting and business use 1 and 2 by the **Policyholder** and/or a **Named Driver(s)** issued by a **Motor Insurer**.

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

“**Motor Vehicle**” means a

- A. **MOTORCYCLE** (also called a motorbike) constructed with two-wheels and powered by an engine.
- B. **MOTOR HOME** a special purpose vehicle for the carriage of passengers, their effects and includes living accommodation.
- C. **PRIVATE MOTOR** (also called a car but not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers.
- D. **COMMERCIAL VEHICLE** not exceeding an unloaded 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 Policy Schedule**.

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

“**Waiting Period**” means the first 14 days of this policy. The waiting period will not apply if this policy is a renewal of an existing motor excess policy or has been purchased within 14 days of the **Motor Insurance Policy**.

“**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**” - Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company SE (Financial Conduct Authority registration number 805770).

Fortegra Europe Insurance Company SE has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number SE 17), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Together with its UK Branch, Fortegra Europe Insurance Company SE is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority.

Fortegra Europe Insurance Company SE has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

“**You/Your/Insured Person/Policyholder**” means the person whose name appears on **Your Policy Schedule**.

Cover Provided

1. Cover is provided for the **Excess** that **You** are responsible for following the successful settlement of any loss, destruction or damage claim 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 the **Administrator** is in receipt of the settlement letter from **Your Motor Insurer**.

For claims where **You** are deemed either partially at fault or not at fault; it is **Your** responsibility to recover **Your Excess** from the third party. If **Your Excess** is not recovered from the third party within 6 months from the date of **Incident**, **We** will reimburse any **Excess** payment for which **You** have been made liable up to the **Annual Aggregate Limit** insured under this policy, subject to receipt of reasonable proof that all best efforts have been made to recover **Your Excess**. If, after **We** have reimbursed **Your Excess** payment, **You** manage to recover the **Excess** from the third party then this **Excess** amount must be made payable to **Us**.

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 Policy Schedule**. 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** thereunder is not exceeded.
2. Any claim that is refused under **Your Motor Insurance Policy**.
3. Any **Incident** that occurs during the **Waiting Period**.
4. Any claim where the **Motor Vehicle** is being used:
 - a) for **Commercial Use** or **Business Use Class 3**,
 - b) as a taxi,
 - c) for any purpose in connection with the motor trade,
 - d) 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.
5. Any claim under **Your Motor Insurance Policy** which occurred prior to the **Period of Insurance** as shown on **Your Policy Schedule** that **You** were aware was an **Imminent Claim**.
6. Any claim notified to the **Administrator** more than 31 days following the successful settlement of **Your** claim under **Your Motor Insurance Policy**.
7. 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.
8. Any excess that has been **Waived or Reimbursed**.
9. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
10. Any claim arising from glass repair or replacement.
11. Any claim arising from breakdown or misfuel.
12. Any claim resulting from war and/or terrorism.
13. 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** Excess Protection Insurance will remain valid 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 may be void 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** are covered by any other insurance for the **Excess** payable following the **Incident**, which results 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 may be 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).
11. **You** and any **Named Driver** 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.

Cancelling Your Cover

We hope that **You** will be happy with **Your** insurance policy. However, if the policy does not meet **Your** needs **You** have 14 days from the date the contract is entered into or from the date **You** received **Your** policy documents (whichever is the later) to cancel the policy and get a full refund. (**We** will not give **You** a refund if **You** have reported a claim).

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 cancel then please contact the selling broker from whom **You** purchased this policy.

The Insurers' Cancellation Rights

We reserve the right to cancel this policy by giving **You** seven days' notice in writing, which **We** will send by recorded delivery to the most recent address **We** have for **You**. Examples of when **We** might do this may include **Us** discovering that **You** or **Your Motor Vehicle** are no longer eligible for cover.

We reserve the right to cancel this policy immediately if **You** commit fraud

How to Make a Claim

The claim process has been specifically designed to make it as quick and efficient as possible to process and handle **Your** claim.

Please call the **Administrator** on 0330 111 3093 to notify them of **Your** claim. The lines are open Monday to Friday between 9am and 5pm (excluding bank holidays). Some initial details will be taken and **You** will then be sent a claim form to complete and return along with supporting documentation that will be specified to **You**. When calling, 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.

Complaints Procedure

We are committed to treating **Our** customers fairly, however, **We** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list:

For sales complaints: please contact **Your** selling broker.

For claim complaints please contact the **Administrator**:

Operations Director

Choose Your Insurance

The Estate Office, Shadrack

Berry Pomeroy, Totnes, Devon

TQ9 6LR

info@chooseyourinsurance.co.uk

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

The **Administrator** will acknowledge **Your** complaint promptly.

The **Administrator** will look to:

- Try to resolve **Your** complaint by the end of the next working day. If they are unable to do this they will write to **You** within 5 working days
- Tell **You** the name of the person managing the complaint when they send the acknowledgement letter; and
- Aim to resolve **Your** complaint within 20 working days. If this is not possible for any reason they will write to let **You** know when they will contact **You** and provide **You** with the final response.

Financial Ombudsman Service

If **You** are still not happy with the **Administrator's** final decision or if **You** have not received the final decision within 8 weeks of the **Administrator** receiving **Your** complaint **You** can pass **Your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation and will review **Your** case.

Their address is:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Phone: 0800 023 4567

You can visit the Financial Ombudsman Service website at:

www.financial-ombudsman.org.uk

Following the complaints procedure does not affect **Your** rights to take legal proceedings.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** obligation to **You** under this contract.

Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website:

www.fscs.org.uk.

Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

Law and Jurisdiction

Unless specifically agreed to the contrary this policy is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Sanctions

We shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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

Regulatory Details

Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company SE (Financial Conduct Authority registration number 805770).

Fortegra Europe Insurance Company SE has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number SE 17), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Together with its UK Branch, Fortegra Europe Insurance Company SE is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority.

Fortegra Europe Insurance Company SE has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

Virtual Insurance Products Ltd trading as Choose Your Insurance is authorised and regulated by the Financial Conduct Authority. Firm Reference: 307038.

Your Personal Information

The **Administrator** (Choose Your Insurance) will collect and maintain personal information in order to administer this policy and provide the service detailed within this policy wording. All personal information is safeguarded with appropriate levels of security.

The **Administrator** will only share **Your** information in the following circumstances:

- It is with the underwriter of this policy.
- It is with the agents which sold this policy.
- It is allowed by law.
- It has been authorised by **You**.
- It is provided to recovery operators, claims administrators and investigators, credit reference agencies, anti-fraud databases, solicitors, public and regulatory bodies or other suppliers as

required to fulfil **Our** obligations in this policy wording. **Your** information will be limited to the minimum information ordinarily required.

The **Administrator** will not use **Your** data or pass it to any other party for marketing products or services to **You** unless **You** have given consent.

You have the right to ask for a copy of any personal information the **Administrator** holds about **You**. **You** also have the right to ask the **Administrator** to correct mistakes, change the way they use **Your** information, or even delete it. The **Administrator** will either do what **You** have asked, or explain why they are unable to do so - usually because of a legal or regulatory reason.

In most cases, the **Administrator** will only keep **Your** information for as long as the regulations say they have to. **We** typically keep policy and claims records for up to 8 years from the end of **Our** relationship with **You**.

Enquiries in relation to data held by Choose Your Insurance or for a full copy of their privacy policy please contact: Choose Your Insurance, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR. Email: info@chooseyourinsurance.co.uk

Your insurance adviser will have their own uses for **Your** personal data. Please ask **Your** insurance adviser if **You** would like more information about how they use **Your** personal information.

Privacy Notice

Fortegra Europe Insurance Company SE (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 collect and use special categories of data from **you** for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) of the Data Protection Act 2018. **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 UK or the European Economic Area (“EEA”). Where **we** transfer **your** personal data outside of the UK or 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 seven (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 <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company SE, Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Insida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com