

Sample Policy Wording - Private Motor Excess Insurance

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 **Us** 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

Virtual Insurance Products Limited trading as 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 policy is underwritten by Ageas Insurance Limited, which is registered in England and Wales No. 354568. Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA, United Kingdom. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039.

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.

Jurisdiction and Law

This policy will be governed by English law, and **You** and **We** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

Language

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

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 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, limousine or driving school.

“**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.

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**” means any, or all of:

- Virtual Insurance Products Limited trading as Choose Your Insurance
- Ageas Insurance Limited

“**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 Choose Your Insurance 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; 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. for hire and reward
 - 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 **Us** 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 claim 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**. To get a refund, **You** must return the policy. 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

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

Please call us on 0330 111 3093 to notify **Us** of **Your** claim. Our 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 to **Us** along with supporting documentation that will be specified to **You**. When calling, please have **Your** policy number to hand.

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:

Operations Director

Choose Your Insurance

The Estate Office, Shadrack

Berry Pomeroy, Totnes, Devon

TQ9 6LR

info@jacksonleeunderwriting.co.uk

Telephone: 0330 111 3093

Please provide full details of **Your** policy and in particular **Your** policy/claim number to help **Your** enquiry to be dealt with speedily. **We** will acknowledge **Your** complaint within three working days.

We will look to:

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

Financial Ombudsman Service

If **You** are still not happy with **Our** final decision or if **You** have not received **Our** final decision within 8 weeks of **Us** 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

Ageas Insurance Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme (FSCS). Should **We** be unable to meet **Our** liabilities **You** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **Your** business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at www.fscs.org.uk

Your Personal Information

We (defined in the policy wording as Choose Your Insurance) 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.

We 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.

We 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 **We** hold about **You**. **You** also have the right to ask **Us** to correct mistakes, change the way **We** use **Your** information, or even delete it. **We** will either do what **You** have asked, or explain why **We** are unable to do so, usually because of a legal or regulatory reason.

In most cases, **We** only keep **Your** information for as long as the regulations say **We** 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 **Our** privacy policy please contact: Choose Your Insurance, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR. Email: info@jlundrwriting.co.uk

For more information please contact Choose Your Insurance for a copy of **our** full Privacy Policy.

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **We** collect, use, share, transfer and store **Your** information. For **Our** full Privacy Policy please visit **Our** website www.ageas.co.uk or contact **Our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing: thedpo@ageas.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.

Collecting your information

We collect a variety of personal information about **You** such as **Your** name, address, contact details, date of birth, credit history, criminal offences, claims information, financial details such as bank account and card details and IP address (which is a unique number identifying **Your** computer). Where relevant, **We** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **Your** health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjustors and/or suppliers appointed in the process of handling a claim.

Using your information

We collect **Your** personal and/or special categories of personal information because **We** need it to provide **You** with the appropriate insurance quotation, policy and price as well as manage **Your** policy such as handling a claim or issuing documentation to **You**. **Our** assessment of **Your** insurance application may involve an automated decision to determine whether **We** are able to provide **You** with a quotation and/or the price. If **You** object to this being done, then **We** will not be able to provide **You** with insurance.

We will also use **Your** information where **We** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **You**); collecting information regarding **Your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

Please note if **You** have given **Us** information about someone else, **You** would have confirmed that **You** have their permission to do so.

Sharing your information

We share **Your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **Us** or on **Our** behalf or where **We** provide services in partnership with them; fraud prevention and credit reference agencies and other companies, for example, when **We** are trialling their products and services which **We** think may improve **Our** service to **You** or **Our** business processes.

Unless required to by law, **We** would never share **Your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **Your** information for as long as is necessary in providing **Our** products and services to **You** and/or to fulfil **Our** legal, regulatory, tax and accounting obligations. **We** also keep **Your** information for several years after the expiry of **Your** policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please refer to **Our** full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside of the United Kingdom (UK). **We** or **Our** service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store **Your** information) to which foreign law enforcement agencies may have the power to access. However, **We** will not transfer **Your** information outside the UK unless it is to a country which is considered to have sound data protection laws or **We** have taken all reasonable steps to ensure the third party has suitable standards in place to protect **Your** information.

Your rights

You have a number of rights in relation to the information **We** hold about **You**. These rights include but are not limited to: asking for access to and a copy of **Your** personal information; objecting to the use of **Your** personal information or to an automated decision including profiling; asking **Us** to correct, delete or restrict the use of **Your** personal information; withdrawing any previously provided permission for the use of **Your** personal information; and complaining to the Information Commissioner's Office at any time if **You** object to the way **We** use **Your** personal information. For a full list of **Your** rights please refer to the full Privacy Policy.

Please note that there are times when **We** will not be able to delete **Your** information. This may be as a result of fulfilling **Our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **We** have to keep **Your** information. If **We** are unable to fulfill a request **We** will always let **You** know **Our** reasons.