



Private Motor Excess Protection Policy Wording

PRIVATE MOTOR EXCESS INSURANCE POLICY WORDING

Version: V2MAY 2018 - Private Motor Excess Policy Wording – Scheme Code: 10343

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. The cover **you** hold is set out in the accompanying **certificate of insurance**.

This policy is provided by Sparta. Sparta Insurance Services Group Limited an appointed representative of Novitas Underwriting Agency Limited, a private company with registered number 03106533 whose registered office is 167 Turners Hill, Cheshunt, Herts, EN8 9BH and is registered as an insurance intermediary with the Financial Conduct Authority number 307931 (the "Principal Coverholder").

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 Belgian National Bank and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from **us** on request. Our FCA Register number is 202664. **You** can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

What makes up this policy?

These **motor excess insurance policy** terms and conditions and **your certificate of insurance** form **your** insurance contract.

Cooling off period

If **you** find that this cover does not meet **your** needs, please contact **your** supplying broker within 14 days of receiving this document and **we** will cancel this policy. **You** will receive a refund of **your** premium provided **you** have not made any claims.

If **you** cancel the policy outside the 14 day period **you** will receive a refund of your premium proportionate to the amount of time left to run on the policy, less an administrative charge of £15 provided **you** have not made any claims.

We may cancel this policy by giving **you** at least 14 days notice at **your** last known address. If **we** cancel the policy, **we** will refund the premium paid for the remainder of the current **period of insurance**, unless a claim has been made. **We** reserve the right to refuse renewal of any individual 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 fault based 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** as stated in **your certificate of insurance**.

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.

Certificate of insurance means the document that contains the name of the **policy holder** and gives details of the cover and **period of insurance** provided by this **motor excess insurance policy**.

Excess means the amount that is deducted from **your settled claim** under **your main insurance policy**. The excess is the first part of any payment of a claim. 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 policy together with the respective **certificate of insurance**.

Main insurance policy means the **motor vehicle** insurance policy that covers losses and/or damage incurred as a result of traffic accidents and /or against liability that could be incurred by a **third party**.

Motor Vehicle means a private car 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 does not exceed 3.5 tonnes, of which **you** are the owner or which **you** are authorised to drive.

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: 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, RH11PR.

You/your/policy holder means the person whose name appears on the **certificate of insurance** of this **motor excess insurance policy**.

What is covered?

We will pay **you** an amount equal to the **excess** in relation to each **settled claim** on **your main insurance policy** up to **annual aggregate limit** in respect of claims arising from a **motor insurance** claim only. This **motor excess insurance policy** covers one **motor vehicle** only.

Cover is provided for the reimbursement of the **excess** of **your motor insurance policy** following a **settled claim** provided for a single **motor vehicle** whilst being used for;

- a. 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 the amount as stated on **your certificate of insurance**.
 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** chosen level of indemnity is exhausted whichever comes first. **You** will then be liable for all and any future **excess** payments as defined in **your main insurance policy**. Please refer to **your certificate of insurance** to check the **annual aggregate limit you** have chosen.

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** at the time of purchase of this **motor excess insurance policy**.
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 do not arise from a **main insurance policy**.
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** or this insurance was purchased by **you** at the time of renewal of **your** previous motor excess 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 notified to **us** more than 6 months following the settlement of a claim under **your main insurance policy** or by a **third party**.
6. **Excess** payments in respect of claims refused by **your main insurance policy**
7. 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.
8. **Motor vehicles** not specified in **your main insurance policy**.
9. **Motor** claims arising from breakdown, misfuelling, windscreen repair or replacement or any glass repair or replacement to **your motor vehicle**.
10. Any losses caused by war, revolution or any similar event.
11. 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

Your claim will be handled by AXA Assistance (UK) Ltd. 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: 10343
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.
5. The certificate of **motor excess insurance policy** or documentation detailing **excess** cover

• Via the internet:

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

If you do not have the internet:

Please call AXA Assistance (UK) Ltd on 0345 600 0034 to notify 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.

Written notice of accidents, proceedings or any other events that may give rise to a claim must be given to us within 6 months of the date of incident.

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.

Cancellation – Your rights

If you find that this cover does not meet your needs, please contact **your** supplying broker within 14 days of receiving this document and they will arrange for us to cancel this policy. You will receive a full refund of your premium, provided you have not made any claims.

If you cancel the policy outside the 14 day period you will receive a refund of your premium proportionate to the amount of time left to run on the policy, less an administrative charge of £15 provided you have not made any claims.

Cancellation – Our rights

We may cancel this policy by giving you at least 14 days written notice at your last known address for the following reasons;

- If you fail to make payment of premiums we will send you a reminder to do so. If we do not receive payment after two reminders we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
- We may cancel this policy without giving you prior notice if, by law, or other similar reasons we are unable to provide it.

If we exercise our rights to cancel the policy under this section, we will refund the premium paid proportionate to the remaining period of insurance, provided you have not made any claims.

We reserve the right to refuse renewal of any individual policy.

We may cancel this policy 'with immediate effect if:

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

We will continue to honor any claims made before cancellation.

Renewal Process

Your insurance broker will contact **you** before **your** renewal date to discuss **your** renewal options including any changes to the policy that will apply from when **you** renew the policy. If **you** do not want to renew **your** policy or want to change any of **your** details, please let **your** insurance broker know at least 15 days before **your** renewal date.

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: 01737 815 215 or email quality.assurance@axa-assistance.co.uk

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, London E14 9SR. Telephone 0800 023 4567.

Email: complaint.info@financial-ombudsman.org.uk

Compensation Scheme

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. Further information can be obtained from the website www.fscs.org.uk

Data Protection

Details of you, your insurance cover under this policy and claims will be held by us (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include: a. use of sensitive information about the health or vulnerability of you or others involved in your insurance claim, in order to evaluate your claim and provide other services as described in this policy, b. disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with an insurance excess claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law; c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control; d. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the excess claim, which you have provided for the purpose of validating your claim; and e. sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). Marketing activities may include matching your data with information from public sources, in order to send you relevant communications. You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer The Quadrangle 106-118 Station Road Redhill RH1 1PR UK Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk. Alternatively, a hard copy is available from us on request.

Sparta's privacy notice can be viewed and is available at <https://www.sparta-group.co.uk/privacypolicy.aspx>

Alternative Format

Please contact **your** supplying broker if **you** would like to receive this information in an alternative format such as large print, audio or Braille.