

Motor Excess Protection Insurance

Introduction

Thank you for choosing Motor 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. This policy is designed specifically for **Named/authorised Drivers** as per the main motor policy.

Selling Broker

An FCA authorised intermediary, who is acting on behalf of the customer and able to advise upon, sell and administer general insurance products in the UK. Please check the **Certificate of Insurance or Confirmation of Coverage** for details of the selling broker.

Marketing Intermediary

Kindertons Limited (FCA number 306969), which is authorised and regulated by the Financial Services Authority (or equivalent) to carry out general insurance mediation business activities in and from within the United Kingdom. Kindertons Limited deals only with the selling broker in relation to this insurance.

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?

This policy wording and the **Certificate of Insurance or Confirmation of Coverage** 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.

Cooling off Period

Kindertons 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**.

Jurisdiction and Law

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

"Certificate of Insurance or Confirmation of Coverage" - this forms part of this policy document and contains the name of the **Policyholder** and gives details of the cover provided by this policy.

"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 and pleasure use by the **Policyholder** and/or a **Named Driver(s)**; and includes commuting to a single place of work and occasional personal business use by the **Policyholder** 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 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.

"Motorcycle" (also called a motorbike) constructed with two-wheels and powered by an engine used only for social, domestic and pleasure use (including commuting to a single place of work).

"Motor Home" a special purpose vehicle for the carriage of passengers, their effects and includes living accommodation used only for social, domestic and pleasure use.

"Private Motor" (not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers used only for social, domestic and pleasure use (including commuting to a single place of work).

"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 or Confirmation of Coverage**.

"Waiting Period" means the first 30 days of this policy. The **Waiting Period** will not apply if this policy is a renewal with Inter-partner Assistance or has been sold in connection with **Your main Motor**

Insurance Policy within 14 days of inception.

"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 Inter Partner Assistance SA UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, United Kingdom and ClaimEz (SIS), PO Box 70931, London, SW20 2EE.

"You/Your/Insured Person/Policyholder" means the person whose name appears on **Your Certificate of Insurance or Confirmation of Coverage**.

Cover Provided

- 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 **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 date 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.
- Cover will only operate when the **Excess of Your Motor Insurance Policy** is exceeded and following the successful claim payment.
- The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown in **Your Certificate of Insurance or Confirmation of Coverage**. 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)

- Any claim that **Your Motor Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
- Any claim that is refused under **Your Motor Insurance Policy**.
- Any claim where the **Motor Vehicle** is being used
 - for hire and reward
 - for any purpose in connection with the motor trade
 - 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
- Any claim under **Your Motor Insurance Policy** which occurred prior to the **Period of Insurance** as shown on **Your Certificate of Insurance or Confirmation of Coverage** that **You** were aware was an **Imminent Claim**.
- Any claim notified to **Us** more than 31 days following the successful settlement of **Your** claim under **Your Motor Insurance Policy**.
- 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.
- Any claim that has been **Waived or Reimbursed**.
- Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
- Any claim arising from glass repair or replacement.
- Any claim arising from breakdown or misfuel.
- Any claim resulting from war and/or terrorism.
- 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.
- Any **Incident** that occurs during the **Waiting Period**

Conditions Applicable

- 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.
- Your Motor Insurance Policy** must be maintained, current and valid.
- The **Insured Person** must match the name of the individual stated on **Your Motor Insurance Policy**.
- 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.
- 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.
- 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.
- You** must take reasonable steps to safeguard against loss or additional exposure to loss.
- 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.
- 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.
- 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** 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. The process has been designed specifically to enable the process and handling of **Your** claim to be as quick and efficient as possible.

You will be asked to provide **Your** scheme code which is 20029

Via the Internet:

Our internet solution allows **You** to enter all the necessary details and upload the documents that **We** require to settle **Your** claim.

Visit **Our** claims web site: www.claimEZ.com where **You** will be able register **Your** claim online.

Or

By Phone

Please call ClaimEz on 0203 503 0500 to notify **Your** claim. **You** will be sent a claim form to complete and will be asked to return it along with supporting documentation that will be specified to **You**.

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, **You** should address **Your** enquiry/complaint to:

For sales complaints:

Kindertons Limited
Kindertons House
Marshfield Bank
Crewe
Cheshire
CW2 8UY

For claim complaints:

The Customer Care Manager
ClaimEz (SIS)
PO Box 70931
London
SW20 2EE
customer-care@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 **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (Ombudsman): -

The Financial Ombudsman's Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
0800 023 4567
Complaint.info@financial-ombudsman.org.uk

These procedures do not affect **Your** right to take legal action.

Compensation Scheme

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Data Protection

We may store, use and process **Your** personal information in order to administer **Your** policy and provide **You** with **Our** services; identify other products and services that might be suitable for **You**; renew **Your** policy with **Us** and keep **Our** records about **You** up to date. **We** may also use the information to prevent and detect fraud and/or money laundering or similar activity.

Under the Data Protection Act 1998 **You** are entitled to a copy of the information **We** hold about **You** on request, upon payment of the relevant fee. Please let **Us** 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, for the purposes of contacting **You** about other products or services, if the law requires **Us** to disclose it and/or to **Our** agents providing services to **You**.

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