



Online Motor Excess Protect Insurance

Policy Wording

Motor Excess Protect Insurance Policy Wording

Introduction

Thank you for choosing Motor Excess Protect Insurance. The information in this policy wording contains important information and **We** have tried to make it as easy as possible to understand. Please take time to read through it and contact **Us** if **You** need any further information.

Regulatory Information

One Insurance Solution is a trading style of Brightside Insurance Services Ltd who are authorised and regulated by the Financial Conduct Authority (Firm reference No. 302216).

Brightside Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority for the sale and administration of general insurance products in the United Kingdom and throughout the members of the European Economic Area (EEA).

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** 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.

Cancelling this Policy

If **You** find that this Motor Excess Protect Insurance does not meet **Your** needs, please contact One Insurance Solution and they will arrange for **Us** to cancel this policy. **Your** 14 day statutory cancellation right applies from the date the contract is entered into or from the date that **You** receive **Your** policy documents, whichever is the later. If **You** cancel the policy within the 14 day cooling off period **You** will receive a full refund of **Your** premium as long as **You** have not made any claims and no claim has been made against **You**. After the 14 day cooling off period 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 and Wales, 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

The maximum amount payable in the **Period of Insurance** as shown in **Your Certificate of Insurance**.

Certificate of Insurance

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

The amount **You** are responsible for/have to pay under the terms of **Your Motor Insurance Policy**.

Imminent Claim

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

A claim occurrence under **Your Motor Insurance Policy** during the **Period of Insurance**.

Motor Insurance Policy

The insurance policy issued by a **Motor Insurer** in respect of **Your Motor Vehicle**.

Motor Insurer

An authorised UK **Motor Insurer**.

Motor Vehicle

Means a:

- a) COMMERCIAL VEHICLE not exceeding an unloaded weight of 3.5 metric tonnes being used for transporting goods
 - b) 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).
 - c) 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).
- of which **You** are the owner or which **You** are authorised to drive.

Named Driver(s)

Driver(s) in addition to **You** who is permitted to drive under the terms of **Your Motor Insurance Policy**.

Period of Insurance

The period for which **We** have accepted the premium as stated in **Your Certificate of Insurance**.

Waived or Reimbursed

Where a third party has already made good the **Excess** shown in the schedule of **Your Certificate of Insurance**.

We/Us/Our

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

The person whose name appears on **Your Certificate of Insurance**.

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 **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.
2. Cover will only operate when, following the successful claim, the claim amount exceeds the **Excess** of **Your Motor Insurance Policy**.
3. The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown in **Your Certificate of Insurance**. 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 the **Motor Insurance Policy** does not respond to, or where the claim amount does not exceed the **Excess** of **Your Motor Insurance Policy**.
2. Any claim that is refused under the **Motor Vehicle(s) Insurance Policy**.
3. Any claim where the **Motor Vehicle** is being used:
 - a) in any competition, trial, performance test, race or trial of speed, including off-road events, whether between **Motor Vehicle(s)** 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,
 - b) for any purpose in connection with the motor trade.

4. Any claim under the **Motor Vehicle(s) Insurance Policy** which occurred prior to the **Period of Insurance** as shown on the **Insured's Certificate of Insurance** that the **Insured** was aware was an **Imminent Claim**.
5. Any claim notified to **Us** more than 31 days following the successful settlement of **Your** claim under **Your Motor Insurance Policy**.
6. 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.
7. Any claim that has been **Waived or Reimbursed**.
8. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
9. Any claim arising from glass repair or replacement.
10. Any claim arising from breakdown or mis-fuel.
11. Where the total number of **Motor Vehicles** covered under the **Insured's Motor Vehicle(s) Insurance Policy** or owned by the **Insured** purchasing this policy is greater than 100.
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** Motor Excess Protect Insurance policy will continue to respond 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 is voided 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** 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.
7. **You** and any **Named Driver(s)** 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 is 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, Channel Islands and the Isle of Man).
11. **You** 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 **20018**.

Via the Internet:

Visit **Our** claims web site: <https://www.claimEZ.com> where **You** will be able register **Your** claim online. **Our** internet solution allows **You** to enter all the necessary details and upload the documents that **We** require to settle **Your** claim.

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:

The Customer Services Manager, One Insurance Solution, 3rd Floor Frobisher House, Nelson Gate, Commercial Road, Southampton SO15 1GX

For claim complaints:

The Customer Care Manager, ClaimEz (SIS), PO Box 70931, London SW20 2EE
Email: customercare@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, Quay Plaza, 183 Marsh Wall, London E14 9SR
Tel: 0800 023 4567

Email: 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.

Financial Crime Policy Statement

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance** **We** may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the **Certificate of Insurance**. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.

Important Numbers

Claims Helpline

0203 503 0500

Scheme Number

20018

Customer Services

0845 2190453

3305OIS181013

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www.oneinsurancesolution.co.uk

