Motor Policy Excess Protect Cover

Insurance Product Information Document Company: Astrenska Insurance Limited

Product: 1

Motor Excess Protect

This document does not contain the full terms and conditions of the cover which can be found in the policy wording and insurance certificate. It is important that you read all these documents carefully.

What is this type of insurance?

This is a vehicle excess reimbursement insurance which covers the **Excess** that **You** are responsible for following the successful settlement of any loss, destruction or damage of **Your Motor Vehicle** under **Your Motor Insurance Policy** in respect of claims arising as a result of accidental damage, fire, theft, or vandalism.



What is insured?



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, orvandalism. Where You were atfault 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 Statement 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 insured?



Any claim that **Your Motor Insurance Policy** does not respond to or the **Excess** is not exceeded



Any claim that is refused under **Your Motor Insurance Policy**.



Any claim where the **Motor Vehicle** is being used:

- a) for business use and commercial travel by sales representative,
- b) for hire or 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.



Any claim under **Your Motor Insurance Policy** which occurred prior to the **Period of Insurance** as shown on **Your Statement of Insurance** that **You** were aware was an **Imminent Claim**.



Any claim notified to **Us** more than 31 days following the 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 arising from breakdown or misfuel.



Are there any restrictions on cover?

- Your Motor Insurance Policy must be maintained, current, valid and provided by your selling broker.
- You must be Permanently resident in the United Kingdom (England, Wales, Scotland and Northern Ireland), Channel Islands and the Isle of Man.
- Any person who has a current full and valid UK driving licence, or holds a full internationally recognised licence.
- The Excess Protect Cover will continue to respond for the Period of Insurance or until Your chosen Annual Aggregate Limit on this Excess Protect Cover is exhausted; whichever comes first.
- The Policyholder as stated on the Statement of Insurance must match the lead name of the individual on the Motor Insurance Policy that has responded and to which this policy will respond.
- 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.
- 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.



Where am I covered?



Worldwide.



If You wish to use Your vehicle abroad for more than 90 days or in any country that is not a member of the European Union, please notify your selling broker at least two weeks prior to Your departure, so that Your cover can be extended for the appropriate period and You can be made aware of any additional premium required and if any additional terms apply



What are my obligations?

Any claim you wish to make will be handled on the insurer's behalf by ClaimEz. ClaimEz is an online web based system managed by Strategic Insurance Services Limited (SISL) who, whilst handling claims, is acting as an agent of the insurer.

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

You will be asked to provide Your scheme code which can be found on your policy wording If You have access to the internet:

Visit Our claims website: www.claimez.com where You will be able to register Your claim, enter all the necessary details and upload the documents that will be specified to You. Our internet solution is the quickest and easiest way to submit Your claim to Us.

If You do not have access to the internet:

Please call ClaimEz on 0203 503 0500 to notify Us of 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. When calling Us, 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.



When and how do I pay?

You must pay for this insurance with your Motor Insurance Policy when you take it out for the first time and at each renewal of your policy. You can either pay annually by debit/credit card or by monthly direct debit. You will not be covered for any claim if you have not paid the premium due.



When does my cover start and end?

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



How do I cancel the contract?

Your insurance broker or agent 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 request a cancellation then please contact Your selling broker from whom You purchased this policy.



Motor Excess Protect

POLICY WORDING

Thank you for choosing Vehicle Excess 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 **Your** administrator if **You** need any further information. This policy is designed specifically for authorised / Named Drivers as per the main Vehicle Excess Insurance 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 **Policy Schedule** for details of the selling broker.

MARKETING INTERMEDIARY

On Insurance, a trading name of On Hire Ltd (FCA number 480928), 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. On Insurance deals with the administrator in relation to this insurance.

INSURER

This insurance is underwritten by **Astrenska Insurance Limited**. Registered in England No. **1708613**. Registered Office: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

WHAT MAKES UP THIS POLICY?

This policy wording and the **Schedule 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.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) Supply accurate and complete answers to all the questions we or the administrator may ask as part of **Your** application for cover under the policy.
- b) To make sure that all information supplied as part of **Your** application for cover is true and correct.
- c) Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

JURISDICTION AND LAW

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

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 request a cancellation then please contact Your Selling Broker from whom You purchased this policy

OUR RIGHT TO CANCEL

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the 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 Schedule of Insurance**.
- "Schedule 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" 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 the Policyholder and/or a Named Driver(s); that was sold to You by the Selling Broker and provided by the Administrator.

"Motor Insurer" means an authorised UK Motor Insurer.

"Motor Vehicle" means one of the following as declared on Your Schedule of Insurance:

- a) PRIVATE MOTOR also called a car, motorhome or campervan (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers.
- 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.
- b) MOTORCYCLE (also called a motor bicycle or motorbike) which is constructed with two-wheels and powered by an engine
- c) COMMERCIAL VEHICLE not exceeding an uploaded weight of 44 metric tonnes being used for transporting goods, tools and/or materials.

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** Schedule of Insurance.

"Terrorism" means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Waived or Reimbursed" means where a third party has already made good the Excess shown in the schedule of Your Motor Insurance Policy.

"Administrator" means Moorhouse Group Limited, Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU.

"Selling Broker" means the broker from whom You purchased this policy.

"We/Us/Our" means Astrenska Insurance Limited.

"You/Your/Insured Person" means the person whose name appears at the top of Your Schedule 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 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 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 Schedule 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)

- Any claim that Your Motor Insurance Policy does not respond to or the Excess there under is not exceeded.
- 2. Any claim that is refused under Your Motor Insurance Policy.
- 3. Any claim where the Motor Vehicle is being used:
 - a) for hire and reward.
 - b) for any purpose in connection with the motor trade.
 - c) 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.
- 4. Any claim under Your Motor Insurance Policy which occurred prior to the Period of Insurance as shown on Your Schedule of Insurance that You were 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 misfuel.
- 11. Any claim resulting from war and/or **Terrorism**.
- 12. 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 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.
- 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.
- 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 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 and any Named Driver(s) 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. ClaimEz is an online web based system managed by On Hire Limited (SISL) who, whilst handling claims, is acting as an agent of the insurer.

The claim process has been specifically designed to make it as quick and efficient as possible to process and handle **Your** claim. **You** will be asked to provide **Your** scheme code which is **20229**.

If You have access to the internet:

Visit **Our** claims website: www.claimez.com where **You** will be able to register **Your** claim, enter all the necessary details and upload the documents that will be specified to **You**. **Our** internet solution is the quickest and easiest way to submit **Your** claim to **Us**.

If **You** do not have access to the internet:

Please call ClaimEz on 0203 503 0500 to notify **Us** of **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 specified to **You**. When calling **Us**, 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.

ClaimEz are an insurers agent and in the matters of a claim act on behalf of the insurer.

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 general complaints: For claim complaints:

Please contact your selling broker. ClaimEz (SIS)

PO Box 70931 London

SW20 2EE

customercare@claimez.com

0203 503 0500

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 about the sale of the policy or a claim on **Your** policy cannot be resolved by the end of the next working day, Moorhouse Group Limited or ClaimEz will pass it to:

Astrenska Insurance Limited Cutlers Exchange 123 Houndsditch London EC3A 7BU.

If **Your** complaint is not resolved within 8 weeks or **You** are not satisfied with the outcome **You** may be able to refer the complaint to the Financial Ombudsman Service (Ombudsman):

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9GE

T: 0300 123 9123

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

W: www.financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact **Your** local authority Trading Standards Service or Citizens Advise Bureau.

COMPENSATION SCHEME

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contacts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.Fscs.org.uk.

How we use the information about you

As a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

tel: 0345 543 9931 email: info@oninsurance.co.uk www.oninsurance.co.uk

- Meet our contractual obligations to you;
- issue you this insurance policy;
- deal with any claims or requests for assistance that you may have
- service your policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed.

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

Processing your data

Your data will generally be processed on the basis that it is:

necessary for the performance of the contract that we have with you;

- is in the public or your vital interest: or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

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 **Schedule of Insurance**. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.