

## **2Gether Insurance**

Vehicle Excess Insurance Policy Wording

# Cover for Cars, Vans & Motorcycles

**Important: Please read and retain for future reference**



## **Introduction**

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 Us if You need any further information. This policy is designed specifically for authorised / Named Drivers as per the main Vehicle Excess Insurance Policy.

## **Demands and Needs**

The Certificate of Insurance that accompanies this Policy wording states the cover level and limit of indemnity of this insurance. The choices You have made will depend on Your personal circumstances and therefore, please check Your Certificate of Insurance to ensure that the cover You have chosen meets Your requirements. This Policy meets the Demands and Needs of customers who require their excess to be reimbursed following a claim where it cannot be recovered from any third party.

## **Insurer**

Your policy is arranged and administered by 2Gether Insurance Limited on behalf of Financial & Legal Insurance Company Limited.

## **Insurance Policy**

This is Your policy wording. It is only valid when coupled with Your Certificate of Insurance. These two documents make up Your insurance contract between You and the insurer. Please keep these documents in a safe place. We recommend that You review Your cover periodically to ensure that it continues to meet Your needs.

## **Claims**

2Gether Insurance are authorised by Financial & Legal Insurance Company Limited to handle all claims under this policy.

## **Please note**

This Policy Wording and Policy Schedule should be read together as one document. Please keep these documents together and in a safe place.

It is important You read these documents carefully to make sure they provide You with the level of cover You require. Please check Your Policy schedule carefully to make sure the information we hold about You is correct, as otherwise, a claim may be declined.

You must therefore tell Us if this information is incorrect or if it changes at any point during Your Policy. If Your circumstances change at any point during the course of the Policy Term please inform Us as soon as possible. Failure to inform Us of any changes could invalidate parts of Your Policy and result in attendance being refused in the event of a Breakdown.

## **Important Information about Your Policy**

This Policy Wording in conjunction with Your Policy Schedule forms the contract between the Policyholder and Financial & Legal Insurance Company.

The services and benefits described in this Policy are arranged by 2Gether Insurance Limited (Financial Services Register No. 57D333):

- during the Policy Term
- for the Insured Vehicle
- within the United Kingdom and Europe
- following payment of the premium
- based on the details You have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements

You should read these documents carefully. If You are unsure whether something is covered or excluded, please contact 2Gether.

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.

2Gether Insurance Limited is authorised and regulated by the Financial Conduct Authority.

You can check this on the FCA's register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

## **Definition of Words**

Any words that commence with a capital letter are defined words. Please refer to the 'Definition of Words' section within this Policy Wording for the explanation of each defined term.

## **Use of language**

Unless otherwise agreed, the contractual terms and conditions of this Policy Wording and Policy Schedule shall be in English.

## **Law**

Unless We agree otherwise, this Policy Wording and Policy Schedule, along with other information relating to this contract, will be subject to the laws of England and Wales.

## **Conditions of Your Policy**

The following conditions apply to Your Policy. Refusal to comply with any of these conditions by You or any driver of the Vehicle, may result in Us repudiating a claim and we may cancel Your Policy;

- 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).
- You and any Named Driver(s) must have a current full and valid UK driving licence, or hold a full internationally recognised licence.
- We have the right to approach any third party in relation to Your claim.

## Definition of Words

Within this Policy Wording certain words have a special or specific meaning. These words will appear throughout this Policy Wording start with a capital letter:

- **Annual Aggregate Limit** means the maximum amount payable in the Period of Insurance as shown in Your Certificate of Insurance.
- **Business Use Class 3** means the Insured Person and any Named Driver(s) using the Motor Vehicle for business, to solicit orders or to deliver pre-purchased goods. This also includes anyone who uses the Motor Vehicle to travel from customer to customer on commercial business.
- **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.
- **Commercial Use** means the Insured Person and any Named Driver(s) using the Motor Vehicle as a taxi, minicab, limousine or driving school or being used for commercial use by sales representatives who have use and responsibility for their own company vehicle.
- **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, pleasure and commuting use by the Policyholder and/or a Named Driver(s); 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 one of the following as declared on Your Certificate of Insurance, of which You are the owner or which You are authorised to drive;
  - Private Motor also called a car (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.
  - 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 motor bicycle or motorbike) which is constructed with two-wheels and powered by an engine
  - Commercial Vehicle not exceeding an uploaded weight of 44 metric tonnes being used for transporting goods.
- **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.
- **Selling broker** means a 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.
- **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 ethnic 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.
- **We/Us/Our** means 2Gether Insurance Limited, on behalf of Financial & Legal Insurance Company Limited.
- **You/Your/Insured Person** means the person whose name appears at the top of Your Certificate of Insurance.

## What is Covered

- 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 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

- 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 Commercial Use, Business Use Class 3 or hire and reward unless Your Motor Vehicle has been declared as a Business Car, Commercial Vehicle or Taxi
  - 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 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.

## 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 arranging Insurance broker.

## 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:

- Fraud
- Non-payment of premium
- Threatening and abusive behaviour
- 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.

## How to Make a Claim

### Review Your cover

Read Your Policy documents to ensure that You are covered for the claim You wish to make. Read any exclusions that may apply and make sure You understand them.

### Contact claims

Notify the claims administrator at:

Claims Department  
2Gether Insurance  
Exchange Lane  
Wisbech  
Cambridgeshire  
PE13 1RA  
Email: [admin@2gi.co.uk](mailto:admin@2gi.co.uk)

This should be done as soon as practicable. Quote Your Policy reference number as shown on Your Certificate of Insurance.

## Complaints

### General complaints

If You wish to make a complaint about a claim or the terms of the Policy please contact:

2Gether Insurance Ltd  
Email: [complaints@2gi.co.uk](mailto:complaints@2gi.co.uk)

Complaints Department  
2Gether Motor Breakdown  
Exchange Square  
Wisbech  
Cambridgeshire  
PE13 1RA

## Appeal

If Your complaint is still not capable of being resolved You have the right of appeal to the Financial Ombudsman Service. The Ombudsman can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 0SR  
Telephone: 0800 0234567 or 0300 123D123  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaints procedure is an addition to Your statutory rights as a consumer.

## Legal and Regulatory Information

### Compensation Scheme

This Policy is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer is unable to meet their liabilities. This will depend on the circumstances of the claim. You can get more information about the scheme at [www.fscs.org.uk](http://www.fscs.org.uk).

### Law and Legal Proceedings Applicable

This Policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England. This Policy is written in English and all communication between the parties must be in English.

### Privacy Policy

Please note that by registering for this Policy You have consented to Us using Your information for the purposes of administering this Policy and to Us being able to transfer Your data outside of the European Economic Area for the purposes described within this Policy.

The information which You have supplied to Us maybe used by Us to supply You with services for which You have registered. We may use that information to contact You to obtain Your views on Our services, and We may contact You to inform You about important changes to the services We offer. We may contact You by post, mobile phone, text or e-mail. We will only contact You by the means You have requested to be contacted by. If You would prefer Us not to contact You to obtain Your views please contact Us at [admin@2gi.co.uk](mailto:admin@2gi.co.uk)

To prevent fraud, We may exchange information with other Insurers, and fraud prevention agencies. Your information will not be used or disclosed to any other party without Your permission unless required to by law.

### Data Protection

We will only collect and use Your personal data in the following circumstances:

- a) Policy set up and management,
- b) We may collect and use Your name, identity and contact information, and personal information associated with Your Primary Insurance Policy for the purpose of deciding whether to enter into, and when performing the agreement, between Us to provide You with Your Policy,
- c) We may use automated decision making procedures to decide on the availability of an Insurance Policy and its terms. You may express Your views and request an individual review any automated decision by contacting Us at [admin@2gi.co.uk](mailto:admin@2gi.co.uk)
- d) We may share personal data collected with the Administrator to manage the Policy. We may also share personal data collected for these purposes with third parties. The sharing of this information will be for identifying and credit checking purposes and to identify potential fraud,
- e) We will retain the personal data used to decide whether to enter into an insurance Policy for 6 years. We will retain the personal data used to manage and administer the Policy for the duration of the Policy life plus 6 years.

Any information provided to Us will be processed in accordance with the provisions of the prevailing Data Protection Legislation.

## Your Personal Data Rights

We may send Your information to companies located outside the European Economic Area. If We transfer Your information to parties outside of the European Economic Area We will ensure that they apply the same levels of protection as We are required to apply to information held in the UK and to use Your information only for the purposes that We are permitted.

You have the following rights:

- a) To have access a copy of the personal data We hold about You.
- b) To ask Us to correct Your personal data if it is inaccurate or incomplete.
- c) To ask Us to erase Your personal data. We will provide You with a written response to any such request, including any reasons why We do not agree to the request.
- d) To stop Us processing Your personal data in certain ways, e.g. for marketing purposes. If We do not agree to erase Your data because it might be needed for a future legal Claim, We might instead agree to restrict its processing to these reasons alone.
- e) To obtain a copy of Your personal data for Your own purposes and to move, copy or transfer it from one environment to another.
- f) To object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, You damage or distress unless there is another legitimate reason for the processing.
- g) You can exercise the above rights by contacting: [admin@2gi.co.uk](mailto:admin@2gi.co.uk)

If You have any questions or concerns about how We handle Your personal data You should contact: [admin@2gi.co.uk](mailto:admin@2gi.co.uk). Please note that We record telephone calls for training and evidentiary purposes.