

MOTOR EXCESS PROTECTION POLICY WORDING

WHO IS YOUR INSURER?

This insurance is arranged by Crusader Assistance and underwritten by UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk/>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

CERTIFICATION OF COVER

This policy document combined with **your policy schedule** certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

IMPORTANT

Please keep this policy document, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a motor insurance policy with **your** broker. If **your motor insurance policy** with **your** broker is cancelled for any reason this policy will also be cancelled.

WHO ADMINISTERS YOUR POLICY?

We have appointed URIS Group Limited to administer **your** policy and Davies Group Limited handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

LANGUAGE

- **You** will notice that some words throughout this document are shown in **bold** type. These words are listed and defined in the 'Definitions' section at the end of this document.
- Please contact **your** broker if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Please check that the information contained in this policy meets your requirements. If it does not, please contact your broker who arranged this insurance for you.

WHAT DOES THE POLICY COVER AND WHAT WILL IT PAY OUT?

Events

During the **period of insurance** and within the **territorial limits** this policy will provide cover in the event of:

- A settled claim on **your motor insurance policy** where **you** are unable to recover **your excess** from a third party and are therefore at fault; or
- If **your** motor insurer deems the claim not **your** fault and **you** are unable to recover **your excess** from the third party within 6 months of the claim being settled.

This policy will only provide cover when the amount claimed on the **motor insurance policy** exceeds the **excess** amount.

Benefits

In the event of a valid claim this policy will pay the lesser of:

- **Your excess;**
- The **sum insured;** or
- The difference between the total of any previous claims on this policy during the **period of insurance**, and the **sum insured.**

The maximum payable under this policy during the **period of insurance** is the **sum insured.**

WHAT IS NOT COVERED?

The policy will not pay out for the following:

- Claims when the amount claimed on the **motor insurance policy** does not exceed the **excess** amount;
- Any **excess** in respect of windscreen, glass damage or key excess;
- Any claim where the **excess** has been waived or where a third party has reimbursed **you** or has made good any loss or damage in respect of which **you** have or would otherwise have claimed against **your motor insurance policy;**
- Any claim which occurs whilst the **insured vehicle** is being used and/or driven on any race track, circuit or other prepared course;
- Any claim which has occurred within a country which is not covered by **your motor insurance policy;**
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material;
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;
- Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted; or
- Notwithstanding any other provision herein, **your** policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
 - (a) infectious or contagious disease;
 - (b) any fear or threat of (a) above; or
 - (c) any action taken to minimise or prevent the impact of (a) above.Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

CONDITIONS AND LIMITATIONS

The following conditions apply to **your** policy:

- **Consumer Insurance (Disclosure and Representations) Act 2012**
This requires **you** to be truthful and take care to give accurate and complete answers to any questions **your** broker ask **you** when **you** purchase the policy, if **you** wish to make any changes to it during the **period of insurance**, or if **you** make a claim. If **you** fail to do so it may invalidate **your** policy.

Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid and **your** policy will be made void with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities.

- **Transferring Your Interest in the Policy**

You cannot transfer **your** interest in the policy to anyone else.

HOW TO MAKE A CLAIM

If **you** want to make a claim on the policy please read this policy document to check that the cause of the claim is covered and then follow the instructions below:

Please note we can only process your claim once your motor insurance claim has been settled or in the event of a non fault claim when six months has lapsed from the settlement date.

Online

1. Visit the **administrator's** website at www.urisgroup.co.uk/excess-protect-claim-form where **you** are able to download a claim form which will provide details of the information required.

By telephone

1. Contact the **administrator**, Davies Group Limited, on **0330 102 8699**.
2. They will provide **you** a claim form including a list of the documents or evidence that is required.

Please send all completed claims forms and documentation to: specialistclaims@davies-group.com or Specialist Claims, PO Box 1392, Preston, PR2 0XE.

CLAIMS CONDITIONS

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** do not comply:

- **Process**

In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy, and **you** must give the **administrator**, at **your** own expense, all the information, about the claim, that **we** or they ask for.

- **We** have the right, at **our** expense and in **your** name to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else; and/or
- Start legal action to get back from anyone else any payments that have already been made.

At **our** cost, **you** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

CANCELLING YOUR POLICY

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by contacting **your** broker.

- If **you** decide to cancel within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim.

- **After the first 14 days** no refund of premium will be payable.

- **Insurer's right to cancel**

- This **policy** runs concurrently with **your motor insurance policy**. If **your motor insurance policy** is cancelled for any reason this **policy** will also be cancelled by **us**.

- **We** may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Fraud;
- Non-payment of premium; and/or

- Threatening and abusive behaviour against **our** staff or the **administrator's** staff.

Where **we** have cancelled **your** policy no refund of premium would be made.

CUSTOMER SERVICE & COMPLAINTS

This complaints procedure does not affect **your** legal rights.

- **Questions or complaints about the sale of your policy**

If **you** have a question or concern, or **you** wish to make a complaint about how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact **your** broker.

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

- **Questions or complaints about your policy or the handling of your claim**

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to resolve any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

Email: specialistclaims@davies-group.com
Phone: **0330 102 8699**
Post: Specialist Claims
PO Box 1392
Preston
PR2 0XE

If **you** remain dissatisfied after the **administrator** has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone Number: **0800 0234 567** from a landline or **0300 1239 123** from a mobile.

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

Web: www.financial-ombudsman.org.uk

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

ONLINE DISPUTE RESOLUTION PORTAL

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

LEGAL AND REGULATORY INFORMATION

- **Premiums and claims – your rights**

Please note that once **you** have paid **your** premium to **your** broker **we** treat it as having been received by **us**.

- **The law & legal proceedings applicable to this insurance**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

- **UK General Ltd Privacy Notice**

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General’s full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

- **Watford Insurance Company Europe Limited Information Notice**

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

- **Financial Services Compensation Scheme**

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

DEFINITIONS

Certain words throughout this document are defined words and are shown in **bold**. These are listed and defined below.

Administrator

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and Davies Group Limited handle claims on behalf of the insurer.

Computer virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Electronic data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Excess

The amount which **you** are required to pay under the terms and conditions of **your motor insurance policy** following a claim on that policy.

Insured vehicle

The vehicle listed in and insured under the **motor insurance policy**.

Motor insurance policy

The motor insurance policy that has been issued to **you** by **your** broker for the **insured vehicle**.

Period of insurance

This policy will run concurrently with **your** motor insurance policy for a maximum of 12 months. If **you** arranged this policy after the start date of **your** motor insurance policy cover will be provided from the date **you** bought it and will end on the expiry date of **your** motor insurance policy as detailed on **your policy schedule**.

Policy schedule

The document which forms part of the motor insurance contract alongside which **you** have bought this policy. It contains **your** name and address and details of the **insured vehicle**.

Sum insured

The maximum amount payable by **us** during any **period of insurance**, as detailed on **your policy schedule**.

Territorial limits

This policy only provides cover within the **United Kingdom**, unless cover on the **motor insurance policy** has been agreed to extend to Europe by **your** broker. Under no circumstances will cover under this policy operate in any country which is not covered by **your motor insurance policy**.

United Kingdom/UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

We/us/our/insurer

UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited.

You/your

The person whose name is shown on the **policy schedule** as the insured person.