



# Private Motor Excess Policy

Policy Wording



insure | protect | assist

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# CONTRACT OF INSURANCE

## Introduction

Thank you for purchasing Private Motor Excess Protection insurance from Legal Protection Group Limited.

In the event of a valid **settled claim** which has been accepted by **your** private motor insurer and where the value of that claim is greater than the amount of the **excess** and results in **your** financial loss, this insurance will reimburse **your excess** up to the **maximum cover limit** shown in **your schedule**.

This is **your** Private Motor Excess Protection policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, together with any attaching **schedule**, endorsement(s) and/or statement of fact. These documents will give **you** full details of **your** cover and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the insurance intermediary who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the insurance intermediary who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions or make a claim.

## Our obligation to you

In return for **you** paying or agreeing to pay the premium, the **insurer** will pay up to the **maximum policy limit** for all **insured incidents** detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements provided that:

- (i) the **insured incident** happens in the **territorial limit**;*
- (ii) the **insured incident** happens during the **period of insurance** of this Private Motor Excess Protection policy;  
and*
- (iii) the **insured incident** is reported to **us** within 30 days of the date of the **settled claim**.*

## LPG is a trading name of LEGAL PROTECTION GROUP LIMITED.

Legal Protection Group Limited Trading as LPG, is an appointed representative of Riviera Insurance Services Limited, who is authorised and regulated by the Financial Conduct Authority (FCA) under Firm Reference Number 786116. You may check this on the Financial Services Register by visiting the FCA website. LPG is registered in England and Wales (Company Number 10096688). Registered address: 8 Pinkers Court, Gloucester Road, Rudgeway, Bristol BS35 3QH.

This Private Motor Excess Protection insurance is underwritten by Financial & Legal Insurance Company Limited (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

## What to do if you need to make a claim

In the event of a **settled claim** arising under **your primary insurance policy**, which leads to a financial loss as a result of an **excess**, **you** should contact **our** claims department as soon as possible and, in any event, within 30 days of the date of the **settled claim**, by telephone between 9am and 5pm Monday to Friday (excluding public holidays) on **0330 2020 968**.

**You** can e-mail **us** at: [lpg@bankstone.co.uk](mailto:lpg@bankstone.co.uk) Alternatively, **you** can write to **us** at:

**Bankstone Limited, Suite 22 Hebden Bridge Town Hall, St. Georges Street, Hebden Bridge, West Yorkshire, England, HX7 7BY.**

Please have ready **your** policy number and the name of the insurance intermediary who sold **you** this insurance and give the following scheme reference number **FLISCH994**.

A claim form will be sent to **you** for **you** to complete and provide at **your** expense all reasonable information required by **us** to support **your** claim. If the information **you** supply is insufficient, **we** will identify the further information **we** need and ask **you** to provide **us** with it.

If **we** do not receive the information **we** need, **we** may reject **your** claim.

**Relevant Information is likely to include, but is not limited to:**

- a) A copy of **your primary insurance policy** schedule or certificate and policy wording showing the **excess** and other terms and conditions which apply.
- b) A copy of **your primary insurance policy** claim form which sets out the circumstances for the **primary insurance policy** claim.
- c) A copy of correspondence from **your primary insurance policy** insurer which provides evidence of the **settled claim**.
- d) Any other relevant correspondence between **you** and **your primary insurance policy** insurer relating to **your primary insurance policy** claim.

## Meaning of words and terms

The following words or phrases have the same meaning wherever they appear in this policy document:

|                                 |   |
|---------------------------------|---|
| <b>excess</b>                   | The sum <b>you</b> must pay under the terms and conditions of <b>your primary insurance policy</b> as the first amount of the <b>settled claim</b> .  |
| <b>inception date</b>           | The date on which this policy commenced as identified in <b>your schedule</b> .   |
| <b>insured incident(s)</b>      | An event which leads <b>you</b> to make a claim on <b>your primary insurance policy</b> which results in a <b>settled claim</b> .   |
| <b>insurer</b>                  | Financial & Legal Insurance Company Limited   |
| <b>maximum policy limit</b>     | The most the <b>insurer</b> will pay for all <b>insured incidents</b> occurring during the <b>period of insurance</b> as identified in <b>your schedule</b> .   |
| <b>period of insurance</b>      | The period covered by this insurance as identified in <b>your schedule</b> , such a period not to exceed 12 calendar months.  |
| <b>primary insurance policy</b> | An insurance policy which is underwritten by an insurer authorised and regulated by the Prudential Regulation Authority (PRA) to undertake business in the United Kingdom and being of the following type of personal insurance: <ul style="list-style-type: none"> <li>• Private motor insurance policy – protects <b>your</b> private motor vehicle on either a third party only, or third party, fire and theft, or comprehensive basis.</li> </ul> <p>The private motor insurance policy is further subject to meeting the qualification criteria set out on page 6 of this policy.</p> |
| <b>schedule</b>                 | The document issued to <b>you</b> alongside this Private Motor Excess Protection policy which provides confirmation of <b>your</b> details, the <b>maximum policy limit</b> and the <b>period of insurance</b> .  |
| <b>settled claim</b>            | A valid claim made by <b>you</b> which has been accepted and successfully settled under <b>your primary insurance policy</b> .  |
| <b>territorial limit</b>        | The United Kingdom of Great Britain and Northern Ireland.   |
| <b>we, us, our</b>              | Legal Protection Group Limited, who administer and manage this insurance on behalf of the <b>insurer</b> .  |
| <b>you, your</b>                | The person identified in the <b>schedule</b> who has purchased this Private Motor Excess Protection insurance and any joint policyholder named on the <b>primary insurance policy</b> schedule or certificate of insurance.   |

## Your policy cover explained

### What is Private Motor Excess Protection?

Today, most personal insurance policies apply an **excess**. An **excess** is the amount **you** agree to pay towards the first part of any claim on that personal insurance policy. Private Motor Excess Protection is designed to reimburse **you** the cost of any **excess** up to the **maximum policy limit** set out in **your schedule**.

The value of the **settled claim** on **your primary insurance policy** must exceed the cost of **your excess**.

### How do I qualify for cover?

To qualify for Private Motor Excess Protection **you** must be:

- a) a permanent resident within the **territorial limit**;
- b) aged 17 or over; and
- c) named as the policyholder or joint policyholder under **your primary insurance policy**.

Cover applies to private motor insurance policies if the motor vehicle covered by that policy:

- i) is registered with the DVLA;
- ii) has no more than 7 (seven) seats, including the driver's seat;

## Policy cover

### Reimbursement of insurance excess

| What you are covered for  | What you are not covered for  |
|---|---|
| <p>Following an <b>insured incident</b>, the <b>insurer</b> will reimburse <b>your excess</b> up to the <b>maximum policy limit</b> identified in <b>your schedule</b>.</p> | <p>Any claim:</p> <ul style="list-style-type: none"><li>a) Where the <b>insured incident</b> happened before the <b>inception date</b> of this policy, or If <b>you</b> were aware, or ought to have reasonably been aware of, an <b>insured incident</b> before the <b>inception date</b> of this policy;</li><li>b) Where the <b>insured incident</b> happened within the first 14 days of the <b>inception date</b> of this policy, unless this Private Motor Excess Protection insurance is taken out at the same time as <b>your primary insurance policy</b>.</li><li>c) If <b>you</b> fail to satisfy any of the qualification criteria set out on page 6 of this policy;</li><li>d) If <b>your</b> claim under <b>your primary insurance policy</b> was declined, or was for less than the amount of the <b>excess</b>;</li><li>e) Where any amount contributed by <b>you</b> or deducted from the settlement of <b>your primary insurance policy</b> claim is not clearly stated in <b>your primary insurance policy</b> documents as being the <b>excess</b>;</li><li>f) Where any <b>excess</b> has been waived or reimbursed;</li><li>g) Relating to the repair or replacement of glass, including windscreens;</li><li>h) Where <b>you</b> accept any liability by agreement or contract, unless <b>you</b> would have been liable anyway;</li><li>i) Where <b>you</b> fail to provide all relevant information or documents to <b>us</b> in support of <b>your</b> claim on this policy;</li><li>j) Where <b>you</b> are not identified as both the policyholder under the <b>primary insurance policy</b> and this Private Motor Excess Protection insurance policy.</li></ul> |

## General exclusions applying to the whole policy

There is no cover for:

### 1) Disputes with us/the insurer

Any dispute with **us** or the **insurer** not otherwise dealt with under **condition 4** on page 8 of this policy.

### 2) Losses not directly covered

Any costs arising from losses which are not directly covered by this insurance including, but not limited to, loss of earnings or loss of profit if the **insured incident** results in **you** having to take time off work.

### 3) War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

### 4) Sanctions

Any payment or provision of any other benefit under this policy if the **insurer** is prevented from doing so by any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America. The economic sanctions of the United States of America shall only apply where they do not violate European or local legal regulations.

## General conditions applying to the whole policy

**You** must keep to these conditions as failure to do so may lead to **us** refusing a claim, withdrawing from a claim or cancelling this insurance (please refer to **condition 6**).

### 1) Your obligations

**You** must:

- a) keep to the terms and conditions of this policy; and
- b) supply **us** with honest and accurate information when asked to do so.

### 2) Conduct of the claim

a) **You** must:

- (i) co-operate fully with **us** and provide any relevant information, documentation and evidence in connection with a claim when asked to do so; and
- (ii) keep **us** fully informed of any developments in connection with a claim.

b) **You** must not:

- (i) act in any way which obstructs **us** or hinders the progress of a claim; and
- (ii) incur any unnecessary costs or incur any costs without **our** prior written consent.

### 3) Other insurance and apportionment of costs

If the **excess** payable under this Private Motor Excess Protection insurance is also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

### 4) Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service.



## General conditions applying to the whole policy (continued)

### 5) Your cancellation rights

#### a) Cooling-off period

**You** can cancel this insurance, without giving any reason, within 14 days of its **inception date** or within 14 days of receiving **your** policy documents, whichever is later.

If **you** wish to exercise this right, **you** must notify the insurance intermediary who sold **you** this insurance.

**You** will be entitled to a full refund of premium paid, provided that **you** have not made a claim under this insurance during the current **period of insurance**.

#### b) Outside the cooling-off period

**You** can cancel this insurance at any other time, subject to providing the insurance intermediary who sold **you** this insurance with 7 days' notice. As long as **you** have not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the insurance intermediary who sold **you** this insurance, **you** may be entitled to a partial refund of premium.

In the event of cancellation, the insurance intermediary who sold **you** this insurance may apply an administration charge. Please contact them for more information on any charges.

### 6) Our cancellation rights

#### a) General

**We** can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

(i) **you** have failed to co-operate with **us** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or

(ii) a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to **you**.

#### b) Fraudulent or dishonest claims

If **we** have evidence that **you** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **us** when presenting relevant information in support of a claim, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **you** any **excess** already paid in respect of that claim, which the **insurer** otherwise would not have paid. **We** will also not refund any premium paid by **you**.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

### 7) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

### 8) Choice of law and Acts of Parliament

a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.

b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

## General information

### The insurer

This insurance is underwritten by Financial & Legal Insurance Company Limited, 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GQ. Registered in England under Company No. 03034220.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Reference Number 202915.

### The Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

### Financial and Legal Data protection notice

**We** act as the Data Controller. How **we** use and look after the personal information is set out below.

Information may be used by **us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes.

The lawful basis for the processing is that it is necessary for **us** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** may submit to **us** under this Policy. The processing of **your** personal data may also be necessary to comply with any legal obligation **we** may have and to protect **your** interest during the course of any claim.

#### What we process and share

The personal data **you** have provided, **we** have collected from **you**, or **we** have received from third parties may include **your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **your** computer or other internet connected device including **your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **you** have provided in support of **your** insurance claim.

**We** may receive information about **you** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, Appointed Representatives.
- Directly from **you**.

**We** will not pass **your** information to any third parties except to enable **us** to process **your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **we** may need to share **your** information with the following third parties within the EU:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies. Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **our**, or **your** behalf.

**We** will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

#### Data Retention

**We** will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or claims settlement.

#### Your rights

**Your** personal data is protected by legal rights, which include **your** rights to:

- Object to **our** processing of **your** personal data.

- Request that **your** personal data is erased or corrected.
- Request access to **your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

**You** can request to see what data **we** hold on **you**, there is no charge for this service.

If **you** have any questions about **our** privacy policy or the information **we** hold about **you** please contact **us**.

#### **LPG Data protection notice**

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from **you** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **we** hold about **you** will be retained by **us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send **your** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose **your** personal data to any other person or organisation without **your** consent.

**You** can find full details of **our** privacy policy on **our** website [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

**You** have a right to obtain information **we** hold about **you**. This is called a Subject Access Request and in order to obtain such information, please write to:

**The Data Protection Officer, Legal Protection Group Limited,  
8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudge Way, Bristol BS35 3QH.**

If **you** have a concern about the way **we** have handled **your** personal data, then **you** have the right to report this to the Information Commissioner's Office:

**Website:** <https://ico.org.uk/concerns/>

**Phone:** 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)

**Email:** [casework@ico.org.uk](mailto:casework@ico.org.uk)

## General information (continued)

### What to do if you have a complaint

**We** are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong. **We** take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

- **Email:** [complaints@legalprotectiongroup.co.uk](mailto:complaints@legalprotectiongroup.co.uk)
- **Phone:** **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)
- **Post:** **Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgey, Bristol BS35 3QH**

#### As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within five business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting on **your** behalf, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

#### After we have investigated the complaint:

**We** will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months\*.

#### If we cannot resolve the complaint within 4 weeks:

**We** will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

#### If we cannot resolve the complaint within 8 weeks:

**We** will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months\*.

\*If **you** do not refer **your** complaint within the six-month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- **Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- **Phone:** **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)
- **Post:** **Financial Ombudsman Service, Exchange Tower, London E14 9SR**

**You** can also visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and follow the guidelines on how to complain and to also check their eligibility criteria.

**Important: This complaints notification procedure does not affect your right to take legal action.**



insure | protect | assist

LEGAL PROTECTION GROUP LIMITED

Head and Registered Office:

Unit 8 Pinkers Court,  
Briarland Office Park,  
Gloucester Road,  
Rudgeway,  
Bristol.  
BS35 3QH.

LPG is a trading name of Legal Protection Group Limited.

Legal Protection Group Limited, Trading as LPG, is an appointed representative of Riviera Insurance Services Limited, who is authorised and regulated by the Financial Conduct Authority (FCA) under Firm Reference Number 786116. You may check this on the Financial Services Register by visiting the FCA website. LPG is registered in England and Wales (Company Number 10096688). Registered address: 8 Pinkers Court, Gloucester Road, Rudgeway, Bristol BS35 3QH.