

Motor Excess Protection Insurance Policy Wording

1. INTRODUCTION

1.1. WHAT IS MOTOR EXCESS PROTECTION INSURANCE? Most insurance policies have a policy excess which means *You* have to pay the first part of a claim that *You* make under a *Motor Insurance Policy*. Motor Excess Protection Insurance is designed to pay the amount of any policy excess *You* have to pay when *You* make a successful claim under a *Motor Insurance Policy*. This is an annual policy. Unless *You* decide to cancel the insurance, the initial period of the contract is 12 months, and this will be followed by a series of further 12-month contracts.

1.2. THE INSURER

This insurance is underwritten by Newline Insurance Company Ltd registered in England and Wales under company registration number 04409827 and whose registered office is Corn Exchange, 55 Mark Lane, London, EC3R 7NE. *We* are also authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm reference number 435028). *You* can visit the Financial Services Register, which is a register of all authorised financial services firms in the UK, at www.fca.org.uk/register. *You* can also contact the Financial Conduct Authority on telephone number 0800 111 6768 (freephone) or 0300 500 8082.

1.3. YOUR INSURANCE DOCUMENTS

This is *Your* insurance Policy which includes important details about the cover provided and any exclusions that may apply. It must be read in conjunction with *Your Insurance Schedule*. Words which appear in italics have the meanings given to them in the Definitions section of this Policy wording.

Please take the time to read *Your* Policy documentation. If *You* have any questions or there is anything that *You* do not understand, please contact ALA on 01653 916304

1.4. LANGUAGE

All insurance documents and all communications with *You* about Motor Excess Protection Insurance will be in easy to understand English. If *You* have any disability that makes communication difficult, please tell ALA and they will be pleased to help *You*.

1.5. CERTIFICATION OF COVER

This Policy combined with *Your Insurance Schedule* certifies that insurance has been affected 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.

This insurance is managed by ALA Insurance Brokers who is the *Policy Administrator* of *Your* policy, on behalf of Commercial & General Limited with whom ALA have a binding authority agreement.

1.6. CLAIMS

Commercial & General Ltd is appointed by *Us* to handle all claims under this policy. (the *Claims Administrator*). *You* can find their details in Section 8, How to Make a Claim.

1.7. COOLING OFF PERIOD

If *You* decide that *You* wish to cancel this insurance, please contact the *Policy Administrator* within 14 days of receiving *Your* documents. *You* will receive a full refund of premium as long as *You* have not made a claim and do not intend to make a claim.

1.8. POLICY DURATION

This is an annual Policy. Unless *You* decide to cancel the insurance, the initial period of the contract is 12 months. At the end of this period *We* may contact *You* to offer a renewal of this Policy.

2. TO QUALIFY FOR COVER

- 2.1. To qualify for this insurance, *You* must be named as the policyholder under the *Motor Insurance Policy*.
- 2.2. This insurance only applies if there is an excess under a *Motor Insurance Policy*. This Insurance applies only to *Your* own personal insurances. It will not include any commercial insurances of any nature.
- 2.3. *We* explain what *We* mean by a *Motor Insurance Policy* below in the Definitions section. Please read this carefully.
- 2.4. *You* must be a permanent resident of the United Kingdom, the Channel Islands or the Isle of Man.

3. DEFINITIONS

Where *We* explain what a word means that word will be highlighted in *italic* print and will have the same meaning wherever it is used in this Policy.

"Claims Administrator" means Commercial & General Ltd whose registered office Address is 17 Teddington Business Park, Station Road, Teddington, TW11 9BQ and who is authorised and regulated by the Financial Conduct Authority. (FRN: 300001).

"Excess" means the amount *You* had to pay towards the first part of a claim under *Your Motor Insurance Policy* under the terms of that policy and such amount is clearly stated being an excess in *Your Motor Insurance Policy* documents.

"Insurance Schedule" means the document which forms part of the insurance contract between *You* and *Us*. It contains *Your* name and gives details of the level of cover provided under *Your* Motor Excess Protection Insurance. The *Insurance Schedule* will be issued to *You* by ALA.

"Maximum Reimbursement Limit" means the most *We* will pay in any one annual *Period of Insurance*, as shown in *Your Insurance Schedule*.

"Period of Insurance" means the annual period of cover under this Insurance for which *We* have accepted the premium, as stated in *Your Insurance Schedule*.

"Policy Administrator" means ALA IB Limited, Unit 3, Park Farm Courtyard, Easthorpe, Malton, YO17 6QX

"Motor Insurance Policy" means an insurance policy purchased by *You* for *Your* own private motor vehicle covering only Social, Commuting or Class One Business use (using *Your* vehicle to drive to work and to other work sites). This policy will not cover commercial vehicles, light commercial vehicles (under 3.5 tonnes) used for business, vehicles with more than 7 seats or invalid carriages.

"Start Date of Cover" means the date that this Insurance starts and will be shown in *Your Insurance Schedule*.

"Vehicle Repairer" means the authorised garage, body shop or repairer who will affect the repairs to *Your* motor vehicle under the terms of *Your Motor Insurance Policy*.

"We/Us/Our" means Newline Insurance Company Ltd.

“*You/Your*” means the person or company who took out this Motor Excess Protection Insurance and who is named as the policyholder in the *Insurance Schedule* and named as the policyholder in the *Motor Insurance Policy*.

4. WHAT IS COVERED

If *You* make a claim under *Your Motor Insurance Policy* *We* will pay the amount of any *Excess* that *You* had to pay. *Your* insurance applies if:

- 4.1. The incident that gave rise to the claim under *Your Motor Insurance Policy* happened during the *Period of Insurance* of *Your Motor Excess Protection Insurance*.
- 4.2. The claim under *Your Motor Insurance Policy* was successful and was for more than the amount of the *Excess*.

You can claim under this Insurance more than once during the *Period of Insurance* but in total *We* will only reimburse *You* up to the *Maximum Reimbursement Limit* shown in the *Insurance Schedule*.

5. WHAT IS NOT COVERED (EXCLUSIONS)

We will not reimburse *Your Excess* in the following circumstances:

- 5.1. if the incident that gave rise to the claim under *Your Motor Insurance Policy* happened before the *Start Date of Cover*, as stated in *Your Insurance Schedule*;
- 5.2. if *You* were aware at the *Start Date of Cover* that *You* were going to make a claim under *Your Motor Insurance Policy*;
- 5.3. where no *Excess* was paid by *You* or deducted from the claim settlement by the insurer of *Your Motor Insurance Policy*;
- 5.4. if *Your* claim under *Your Motor Insurance Policy* was not successful or was for less than the amount of the *Excess*;
- 5.5. where any amount contributed by *You* or deducted from the settlement of *Your* claim is not clearly stated in *Your Motor Insurance Policy* as being the policy *Excess*;
- 5.6. where the *Excess* *You* paid was under a *Motor Insurance Policy* and *Your* claim under that policy was in respect only of glass repair or replacement;
- 5.7. where the *Excess* *You* paid was under a *Motor Insurance Policy* and the motor vehicle was used for:
 - 5.7.1. hire and reward;
 - 5.7.1.1. 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;
 - 5.7.1.2. any business use other than Class One Business Use as normally defined by motor insurers;
 - 5.7.2. any purpose in connection with the motor trade;
- 5.8. where the *Excess* required from *You* under *Your Motor Insurance Policy* has already been made good by another party;
- 5.9. Any claim resulting in any way from:
 - 5.9.1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;

- 5.9.2. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

6. CANCELLATION

You may cancel this insurance within 14 days of receiving *Your* documents (cooling off period) and *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.

You can cancel at any time after the 14-day cooling off period and *We* will make a proportionate refund of the premium paid for the current *Period of Insurance*, as long as *You* have not made a claim and do not intend to make a claim. To cancel cover please contact ALA at address: Unit 3, Park Farm Courtyard, Easthorpe, Malton, YO17 6QX or by email: info@ala.co.uk, or on telephone number: 01653 916304

We may cancel *Your* Policy due to *Your* non-payment of premium, if *You* use threatening or abusive behaviour or language or *We* have reasonable suspicion of fraud. This is not an exhaustive list.

7. RENEWAL OF THE POLICY

You will be contacted a month before the renewal date and told about any changes to the premium or the Policy terms and conditions. *You* will also be told if *We* are unable to renew *Your* Policy.

Before *Your* Policy renews, please make sure *You* tell ALA about any changes to *Your* personal details.

When *You* receive *Your* renewal notice, *You* must also provide ALA with details of any changes since *Your* Policy started (or since the Policy last renewed if *You* have held the Policy for more than one year).

At each annual renewal, please take the opportunity to review the Policy to make sure it still meets *Your* needs and is suitable for *You*. Please also check that the details in *Your Insurance Schedule* are still correct and notify ALA if any details need to be changed.

8. HOW TO MAKE A CLAIM

STEP ONE – CHECK YOUR POLICY

Read this Policy first so that *You* are satisfied that *You* are covered for the claim *You* want to make. Read any exclusions that may apply and make sure *You* understand them.

STEP TWO – NOTIFY THE CLAIM

All claims must be notified to *Our Claims Administrator*; their details are below. *You* should do this within 30 days of the date the claim under *Your Motor Insurance Policy* occurred. If *You* do not, it might mean that *We* will be unable to pay for the *excess*. Please contact:

Commercial & General Ltd
17 Teddington Business Park
Station Road
Teddington
TW11 9NQ
Telephone: +44 (0) 20 3740 4431
Email: Claims@comandgen.com

Please tell them the Policy reference number which will be shown in *Your Insurance Schedule*. If *You* are not sure whether *You* can claim, please talk to the *Claims Administrator* who will be happy to help *You*.

STEP THREE – AFTER THE CLAIM IS NOTIFIED

The *Claims Administrator* will send *You* a claim form, which *You* should fill in and send back to them as soon as possible.

The *Claims Administrator* will arrange to reimburse *Your* excess or where possible, this will be paid to the *Vehicle Repairer* on *Your* behalf.

You must also provide a copy of the settlement letter from the insurer of *Your Motor Insurance Policy* giving details of the date of the claim incident and which clearly states the amount of the excess that has been paid by *You*.

The *Claims Administrator* will tell *You* if they need any more information or documentation from *You*.

Please Note: Failure to Follow These Steps May Delay And / Or Jeopardise the Payment Of *Your* Claim.

9. CLAIMS CONDITIONS

Things to Keep in Mind When Making A Claim

9.1. 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. Any amounts that are recovered will belong to *Us* and *You* must provide all reasonable assistance to help *Us* obtain a recovery.

9.2. KEEPING TO THE TERMS

We will only give *You* the cover that is described in this Policy if *You* comply with all its terms.

9.3. FRAUDULENT CLAIMS OR MISLEADING INFORMATION *We* take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by *You* or anyone acting on *Your* behalf to obtain benefit under this insurance, *Your* right to any benefit under this insurance will end, *Your* cover will be cancelled and *We* will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. *We* may also inform the police.

10. CUSTOMER SERVICE AND COMPLAINTS

10.1. SERVICE

Every effort is made to provide *You* with a high standard of service. If *You* have any questions about *Your* Excess Insurance, please talk to the *Policy Administrator* who arranged this cover for *You* and they will be pleased to help.

10.2. COMPLAINTS

10.2.1. Complaints About The Sale, Administration or a Claim under *Your* Policy

If *You* wish to make a complaint about the conduct of the sale or about a claim under this insurance, including any information or advice provided as part of the sale, please contact:

Commercial & General Ltd
17 Teddington Business Park
Station Road, Teddington
Middlesex, TW11 9BQ
Telephone: 020 3740 4431
Email: enquiries@bettersafe.com

10.2.2. If You Remain Dissatisfied

You may have the right to refer *Your* complaint to the Financial Ombudsman Service .

The Financial Ombudsman
Service Exchange Tower
London
E14 9SR
Telephone: +44 (0) 20 7654 1000
Fax: +44 (0) 20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. *You* can find more information on

the Financial Ombudsman Service at www.financial-ombudsman.org.uk

This procedure does not affect *Your* right to take legal action. Alternatively, if *You* have purchased *Your* Policy online, *You* can submit a complaint through the European Online Dispute Resolution (ODR) platform: <http://ec.europa.eu/odr>

11. LEGAL AND REGULATORY INFORMATION

11.1. LAW AND LEGAL PROCEEDINGS APPLICABLE

Unless *You* and *We* agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which *You* live, or if *You* live in the Channel Islands or the Isle of Man, the law of whichever of those places in which *You* live.

Any legal proceedings between *You* and *Us* in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom, the Channel Islands or the Isle of Man in which *You* live.

11.2. FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the Scheme if *We* are unable to meet *Our* obligations to *You* under this contract. Further information can be obtained from The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU. Telephone: (Freephone) 0800 678 1100 or 020 7741 4100. Website: www.fscs.org.uk.

11.3. SANCTIONS

We will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

11.4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This insurance is a legally binding contract between *You* and *Us* and does not give, or intend to give, rights to anyone else. Only *You* or *Us* can enforce the terms of this contract.

11.5. DATA PROTECTION ACT

Newline Insurance Company Ltd (the Data Controller) are committed to protecting and respecting *your* privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which *we* process *your* personal data, for more information please visit *our* website at <https://newlinegroup.com/>. *We* may use the personal data *we* hold about *you* for the purposes of providing insurance, handling claims and any other related purposes, for offering renewal, research or statistical purposes and to provide *you* with information, products or services that *you* request from *us* or which *we* feel may interest *you*. *We* will also use *your* data to safe-guard against fraud and money laundering and to meet *our* general legal or regulatory obligations.

We may disclose *Your* personal data to third parties involved in providing products or services to *us*, or to service providers who perform services on *Our* behalf. These include *our* group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We may transfer *Your* personal data to destinations outside the European Economic Area ("EEA"), and *We* will ensure that it is treated securely and in accordance with the Legislation.

You have the right to ask *Us* not to process *Your* data for marketing purposes, to see a copy of the personal information *We* hold about *You*, to have *Your* data deleted (subject to certain

exemptions), to have any inaccurate or misleading data corrected or deleted, to ask *Us* to provide a copy of *Your* data to any controller and to lodge a complaint with the local data protection authority.

Your data will not be retained for longer than is necessary and will be managed in accordance with *Our* data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or *Our* business relationship with *You*, unless *We* are required to retain the data for a longer period due to business, legal or regulatory requirements.

If *You* have any questions concerning *Our* use of *Your* personal data, please contact The Data Protection Officer, Newline Insurance company Ltd - please see website for full address details.

11.6. DISCLOSURE OF IMPORTANT INFORMATION

When *You* applied for this insurance, and/or when *You* applied to make any change to the cover, *You* were asked a number of questions. *We* relied on all of the answers to these questions to decide the terms upon which *We* offered *You* cover or amended cover. This includes the premium to be charged. It is therefore essential that all of the answers *You* gave were truthful, complete and accurate to the best of *Your* knowledge. If any of *Your* answers are later found to be incorrect, incomplete or misleading, this could lead to *Your* insurance being declared invalid and/or to *Your* claim not being paid or not fully paid.

SAMPLE