

### Motor Excess Insurance – Standard Wording

AXA Assistance UK Ltd

**Scheme Reference Number: 10595**

Thank you for choosing this Motor Excess Insurance policy.

Your policy is designed to provide a reimbursement for the applicable **excess** payable in case of a valid claim on your **motor insurance** policy when you are at fault.

#### IMPORTANT INFORMATION

This document sets out the full terms and conditions of your cover, alongside exclusions and conditions which you must follow in order to benefit from this policy, so it is important that you read it carefully, alongside your policy schedule which confirms full details of the cover you have chosen. Please pay particular attention to the description of what is and is not covered by this product, to make sure the policy meets your specific cover needs and you do not have unexpected issues in the future.

#### POLICY SUITABILITY AND OVERVIEW OF COVER

This policy is suitable for individuals seeking to protect the **excess** they cannot recover following a successful claim under their **motor insurance** policy.

It is not suitable for individuals whose **motor insurance** policy does not include an excess payable in case of a claim, or those seeking protection for excesses applicable on other types of insurance policy.

#### STATUS DISCLOSURE

This policy is arranged by ALAIB Ltd trading as ALA Insurance Brokers FCA Ref No 571109 on behalf of AMS Insurance Services Ltd FCA Ref No 310422

The policy is underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Inter Partner Assistance S.A. UK Branch is fully owned by and part of the AXA Group.

You may check all the above details on the Financial Conduct Authority's Register by visiting this website: <https://register.fca.org.uk>.

#### APPLICABLE LAW

This policy is subject to the laws of England and Wales, and both you and we agree to be bound by these laws and the jurisdiction of the respective Courts of Law in case of any disputes between us.

#### Definitions

In this policy, the following words are always used with the same, specific meanings as explained below, and will appear in **bold** print where used with this meaning. The terms **we, us, our, ourselves** and **you, your, yourself** also have the defined meaning listed here, however to make reading this document easier they are not highlighted in bold throughout the policy.

##### 1. Annual aggregate limit

The total amount of cover/benefit you have bought and are entitled for under this Motor Excess Insurance policy as stated on your **policy schedule**.

##### 2. Excess

The amount you must pay towards any claim under your **main insurance policy**. The excess is the first part of any payment of a claim. Payment of the excess will not include any administration or other fees which you may be charged by your insurer under the primary policy. Such fees are not recoverable under your excess policy.

### 3. Main insurance policy

The **motor vehicle** insurance policy, provided by an insurer authorised to conduct insurance business in the **United Kingdom**.

### 4. Motor insurance

A **main insurance policy** for a **motor vehicle** that covers losses and/or damage incurred as a result of road traffic accidents, fire or theft and/or cover against liability that could be incurred to a third party.

### 5. Motor vehicle

A private or commercial motorised car, van, motorhome or motorbike, which is constructed for the carriage of passengers and their effects, is adapted to carry not more than seven passengers, and is identified in your **main insurance policy**.

### 6. Period of Insurance

The period of time covered under this policy, as shown on your policy schedule.

### 7. Policy schedule

The document containing the name of the holder of this policy, and details of the cover provided under and limits applicable to this policy.

### 8. Settled claim

A valid claim paid under your **main insurance policy**.

### 9. Territorial limit

The European Union, Iceland, Norway, Switzerland and Liechtenstein, and the **United Kingdom**.

### 10. Third Party

Any individual, company or party liable to you in respect of a claim.

### 11. You/Your/Yourself

The policyholder(s) named on the policy schedule.

### 12. Waived or reimbursed

A right is relinquished, or amount is paid under a **main insurance policy**.

### 13. We/Us/Our/Ourselves

Inter Partner Assistance S.A. UK Branch, who underwrite (insure) this policy, authorised and registered as explained on page 1, and/or any companies appointed by the insurer to process and settle any claims you may make under this policy.

### 14. United Kingdom

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

## How to make a claim

If you need to claim on your policy, we will require some documentation and evidence to proceed, so please first of all ensure you have all of the below ready before you proceed:

1. Evidence of your **settled claim**, showing this has been settled with your **motor insurance** provider and stating you were at fault for the incident;
2. Evidence of the **excess** amount you paid to your **motor insurance** provider following the claim settlement;
3. The certificate of insurance or policy schedule / you paid the **excess** under;
4. Your **policy schedule** for this policy; and
5. The scheme reference code for this policy, provided at the top of this document.

When contacting us, please make sure you clearly quote the name of this product and where you purchased it from, so that we can assist you more quickly.

Once you have all required evidence as explained above, you can make a claim online 24/7 on our portal by visiting:

<https://www.excessclaim.co.uk/>

You will be able to register your claim through a guided process in a few simple steps. If you need to save your claim and come back to it, you may also do this.

Alternatively, if you prefer, or need further support, you may email us on [excess@axa-assistance.co.uk](mailto:excess@axa-assistance.co.uk) or call the claims line on **01737 334064**. Our agents will advise you of what documents we will need you to send us in support of your claim, we are open Monday to Friday 0900 am to 1700 pm. Please note that this process can take longer than submitting your claim online. Please note that claims under this policy can only be made by you as the policyholder.

Our agents may ask you for further information if necessary. Please make sure you follow all instructions and provide all evidence requested, or this may result in delays to your claim being processed.

## Information about your cover

### WHAT YOUR POLICY PROVIDES

Under the terms and conditions specified in this policy document, we will reimburse you for the **excess** you paid on any **settled claim** under your **main insurance policy**. Reimbursement will be only up to the **annual aggregate limit** as explained below, even if your **excess** amount(s) were higher.

### CLAIMS LIMITS AND BENEFITS

Your Motor Excess Insurance policy covers you for an unlimited number of claims during the **period of insurance**, however an **annual aggregate limit** applies.



#### YOUR ANNUAL TOTAL (AGGREGATE) LIMIT:

Under this policy, you have selected a maximum total (aggregate) benefit amount. This is the maximum total amount we will pay you during the **period of insurance** as a sum of all valid **excess** payments we reimburse you for.

This will be shown on your **policy schedule** and, depending on your choice at purchase, is either:

- (a) **£150** in total in the **period of insurance**; or
- (b) **£250** in total in the **period of insurance**; or
- (c) **£500** in total in the **period of insurance**; or
- (d) **£750** in total in the **period of insurance**; or
- (e) **£1000** in total in the **period of insurance**.

Once you make a claim that takes you over the **total aggregate limit**, we will not pay you anything further under this policy, and you will then be liable for any and all future **excess** payments under your **main insurance policy**. If you renew this policy, your **total aggregate limit** allowance will reset from the date of the start of the new period of insurance, and you will be covered for any **excess** payments in that period again.

### OTHER INSURANCE POLICIES (CONTRIBUTION)

If you make a claim under this policy, which is also covered by any other insurance policy partially or fully, we will only pay ("contribute") our fair share of the claim. In insurance, this is sometimes known as our "rateable proportion".

### CLAIMING OUR COSTS BACK

If we think a **third party** is at fault for any part of a claim that we pay, and/or any costs of a claim we pay under this policy may be recoverable from them, we may follow up that claim against them in your name to get back the cost we paid.

We shall be entitled to require any reasonable assistance from you in this respect, and you must provide us any help and information required to support this.

### RIGHTS OF THIRD PARTIES

This insurance policy is strictly between us and you, as explained in the *Definitions*. There are no rights under the Contracts (Rights of Third Parties) Act 1999 for any third party who is not a named party on this policy to enforce any conditions, benefit from any cover provision or else under this policy.

### What is covered

This section provides details of your cover under this policy.

We will pay you an amount equal to the **excess** in relation to each **settled claim** on your **main insurance policy**, up to the **annual aggregate limit** in total, in respect of claims arising from **motor insurance** claims only.



#### YOUR ANNUAL TOTAL (AGGREGATE) LIMIT:

This Motor Excess Insurance policy covers **one motor vehicle** only.

Cover is provided for **settled claims** relating to the following uses of your **motor vehicle**: Social, domestic & pleasure, business use and commuting.

You are also covered where you have been unsuccessful in recovering the **excess** cost from a **third party** within six months of making a valid claim against them under your **main insurance policy**.

### General Exclusions (What is Not Covered)

The following exclusions apply across your whole Motor Excess Insurance policy. We will not cover, or be liable for, any of the following:

1. Claims for **excess** that do not arise from a **main insurance policy** for your chosen **motor vehicle**;
2. Claims where the **excess** is **waived or reimbursed** or not exceeded;
3. Any **excess** or other amount for incidents or policies relating to any vehicle other than the specific vehicle you have taken out cover for;
4. Any **excess** claims that arise from your **motor insurance policy** where the incident which has given rise to the claim occurred outside the **period of insurance** for this Motor Excess Insurance policy as shown on your **policy schedule**. This can be an incident before the start date of this policy or after its expiry;
5. Claims where the incident took place outside the **territorial limits**;
6. Claims notified to us more than six months following the settlement of a claim under your **main insurance policy** or by a **third party**;
7. **Excess** payments in respect of claims refused by your **main insurance policy** and/or not settled;
8. Any contribution or deduction from the settlement of your claim against your **main insurance policy** other than the stated policy **excess** for which you have been made liable and which you have paid;
9. **Excess** paid on any **motor insurance policy** claims you made for breakdown, windscreen repair or replacement, or any other glass repair or replacement to your **motor vehicle**;
10. Provision of any reimbursement or benefit of any kind for claims arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component; and/or

11. Provision of any reimbursement or benefit of any kind if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic laws, sanctions or regulations of the European Union, United Kingdom or United States of America.

## General Conditions

There are a number of conditions you must respect and abide by in order for cover to be valid and for us to provide cover under this policy:

1. The **main insurance policy** must be valid and provided by an insurer authorised to conduct insurance business in the **United Kingdom**;
2. Your name must be stated as the policy holder on both this policy's **policy schedule** and the **main insurance policy**;
3. You must take reasonable steps to safeguard against loss or additional exposure to loss; and
4. You must permanently reside in the **United Kingdom**.

## Policy Renewal

Before your policy is due to expire, ALA Insurance Brokers will write to you to inform you of any changes to the terms, conditions and coverage of your policy which would take effect at renewal, and remind you that the policy is due to expire. The communication will include information on the cost of renewing your policy cover for another year, and the premium you paid for the previous year to help you compare cost and cover. Once you receive the renewal reminder, you will need to contact ALA Insurance Brokers to confirm you wish to renew your policy, and make payment for the following period. If you do not do this, your policy will automatically end, and no further payments will be taken; however, you will not be covered for any event taking place after the end of your current **period of insurance**.

At all times, both ALA Insurance Brokers and us reserve the right to decline to renew your policy at our discretion. We will keep you informed if this is the case.

## Cancellation Period and Rights

Both you, and us, have the right to cancel this policy at any time. Based on the point in time when the policy is cancelled, and which of the two parties cancels, the rights are as follows:

### YOUR CANCELLATION RIGHTS

If you find that this cover does not meet your needs, please contact ALA Insurance Brokers on 01653916304 within 14 days of receiving this document, and they will arrange for the policy to be cancelled. You will receive a full refund of the premium you paid, as long as you have not made any claims to that point.

If you cancel the policy outside the 14 day period, you will receive a refund of the premium you paid which is proportionate to the amount of time left to run on the policy.

### OUR CANCELLATION RIGHTS

We may cancel this policy at any time during your **period of insurance**, by giving you at least 14 (fourteen) days' written notice at your last known address, for any of the following reasons:

- if you fail to co-operate with our agents, and representatives; or
- If you fail to make payment of premiums due under the policy despite multiple reminders. We will send you a reminder to make payment if you fail to do this once, and a second reminder thereafter if still not received. If we do not receive payment after two reminders we will cancel your policy with immediate effect and notify you in writing; or
- If you otherwise cease to comply with the terms and conditions of this policy.

We may cancel this policy without giving you prior notice and effective immediately if:



- You make or try to make a fraudulent claim under your policy;
- You are abusive or threatening towards our staff;
- You repeatedly or seriously break the terms of this policy; or
- By law, or other similar reasons, we are unable to provide 14 days' notice.

If we cancel your policy, you will receive a refund of the premium you paid proportionate to the amount of time left to run on the policy, provided you have not made any claims. If you have made a claim on the policy before, we may not refund any premium you have paid under the policy.

Cancelling the policy will not impact any open or ongoing valid claims you made prior to that point in time, which we will still honour.

## Fraud, Misrepresentation and Non-disclosure

If we discover, have reason to believe or reasonably suspect that you:

- Acted in a fraudulent manner, either in applying for cover or making a claim; or
- Misrepresented any answer to our questions (online or in person/via telephone), or withheld relevant information, to influence our decision to offer you cover (or the terms and conditions of said cover, or to obtain a better price for your cover) or accept a claim; or
- Acted in a way to give rise to any offence,

we reserve the right to:

- Amend the policy details to record the right information about you or any other relevant data, collecting any additional premium due (as we would have done had we known the correct details when you took out the policy) and charge any administration cost; and/or
- Cancel your policy, and treat it as if it never existed, from the date of the fraud, misrepresentation or non-disclosure; and/or
- Keep any premium which you have paid for cover under this policy; and/or
- Refuse to pay the whole of a claim, if we suspect part or all of it may be fraudulent or deliberately exaggerated or misrepresented; and/or
- Take action to recover from you any costs which we have incurred in investigating a fraudulent, exaggerated or misrepresented claim, and/or any payment we already made for it.

We will also pass your details, and details of the fraud as relevant, to the Police, other authorities or fraud prevention agencies, as well as other insurers to prevent fraud in the future.

## Complaints Procedure

We always strive to give you the best possible service at all times, however we understand there may be times when you are unhappy with us.

### TO COMPLAIN ABOUT THE SALE OF THIS POLICY

If you wish to make a complaint about the sale of this Motor Excess Insurance policy, you can write to:

AMS Insurance Services Ltd

Heyford Park House

Heyford Park

Upper Heyford Oxfordshire OX25 5HD

Alternatively, you may call 01869 232563 or email [info@ams-gap.com](mailto:info@ams-gap.com)

### TO COMPLAIN ABOUT A CLAIM OR OUR SERVICE

If you have a complaint about a claim or our service, you can write to our Customer Relations Manager at:

Customer Relations – Motor Excess Insurance

Inter Partner Assistance S.A. UK Branch

The Quadrangle

106-118 Station Road

Redhill  
Surrey  
RH1 1PR.

Alternatively, you can call us on 01737 815215, or email [quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk) .

We will deal with your dissatisfaction as soon as we can and try to reach an amicable resolution.

If it is impossible to reach an agreement, you have the right to refer the matter to the Financial Ombudsman Service, by writing to:

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

Alternatively, you may phone them on 0345 0080 1800 or email:  
[complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk) .

Following the complaint procedure, or referring your complaint to the Financial Ombudsman Service, does not affect your legal rights or ability to make a claim or benefit from another part of this policy in the future.

## Financial Protection

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms, should the firm go insolvent and/or become unable to meet its obligations to customers. You can get more information at [www.fscs.org.uk](http://www.fscs.org.uk) .

## Data Protection

Details of you, your insurance cover under this policy and claims will be held by us (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of you or others involved in your incident and/or claim, in order to provide the services described in this policy. By using our services, you consent to us using such information for these purposes,
- b. disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with claims handling services, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate photographic evidence of the condition of your vehicle which is the subject of the claim, for the purpose of providing services under this policy and validating your claim; and
- e. sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). Marketing activities may include matching your data with information from public sources in order to send you relevant communications. You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, both as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

If you want to know what information is held about you by Inter Partner Assistance, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer

The Quadrangle

106-118 Station Road

Redhill

RH1 1PR

UK

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk) .

Our full data privacy notice is available at: [www.axa-assistance.co.uk](http://www.axa-assistance.co.uk).

Alternatively, a hard copy is available from us on request.

## **Alternative Formats**

Please contact AMS Insurance Services Ltd us in writing or by phone (on 01869 232563) if you would like to receive these terms and conditions in an alternative format, for example on audio tape or in large print or braille.