

Vehicle Motor Excess Insurance Policy Terms and Conditions

1. POLICY DETAILS

These terms and conditions together with the **Policy Schedule** set out **Your** insurance cover. Please note the following:

- This is a contract of insurance ("**Policy**") between **You**, the purchaser named on the **Policy Schedule**, and **Us**, Fortegra Europe Insurance Company SE. **Your Statement of Demands and Needs**, which includes the signed declaration and the undertaking to pay the premium, forms the basis of the **Policy**.
- The **Administrator** (Complectus Limited) and **Us** do not provide advice or a personal recommendation about the suitability of this **Policy**. It is **Your** responsibility to ensure the **Policy** meets **Your** needs.
- Please check that the information contained in the **Policy Schedule** is correct and that it meets **Your** requirements. If it doesn't, please contact the **Policy Retailer**.
- Please read these terms and conditions carefully, in conjunction with the **Policy Schedule** and **Statement of Demands and Needs**, and make sure **You** understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the **Policy** becoming void.
- Please note that as in **Section 11 - MISINFORMATION**, **You** have an obligation to provide **Us** with any facts which may be relevant to this insurance.
- Fortegra Financial Corporation ("**Fortegra US**"), a company organised under the laws of the State of Delaware, registration number 4885848 with its main principal office located at 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256. holds more than 10% of the voting rights and capital of **Us** and the **Administrator** by virtue of the common shareholding of Fortegra US.
- Words that have special meanings are in bold and the definitions can be found in **Section 2 - DEFINITIONS**.

2. DEFINITIONS

Administrator: Complectus Limited, The Courtyard, High Street, Ascot, Berkshire, SL5 7HP. Customer Services telephone 01737 854 167. Customer Services email support@complectus.co.uk. Complectus Limited (Firm Reference Number 774491) are authorised and regulated by the Financial Conduct Authority (FCA) for the conduct of general insurance business. This information can be checked on the Financial Services Register by visiting the FCA's website <https://fca.org.uk/> or by contacting the FCA on 0800 111 6768. Additional details on the extent of Complectus Limited authorisation and regulation by the Financial Conduct Authority are available from the **Administrator** on request.

Annual aggregate limit means the total amount of cover you have bought under your motor excess protection policy as stated in your policy schedule.

Business use class 3 (BU3) means **you** and **your** named drivers are authorised drivers using the **vehicle** for business, to solicit orders and deliver pre-purchased goods. This includes sales representatives, consultants and agents and anyone else who uses the vehicle to travel from customer to customer for commercial business use.

Claims Handler: Defend Insurance Holding s.r.o., having its registered address at: Roztylská 1860/1, Praha 4 - Chodov, 14800 Czech Republic. Telephone 0161 451 4803 Customer Services email customerservice@defendinsurance.co.uk

Date of Purchase: The date on which **You** purchased the **Insured Vehicle**.

Excess: means the amount that is deducted from your settled 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 your main insurance Policy. Such fees are not recoverable under your motor excess protection policy.

Insured Vehicle: The vehicle purchased by **You** which meets the eligibility criteria set out in this **Policy**.

Motor excess protection policy: means this insurance policy together with the respective **policy schedule**.

Motor Insurance: A policy of road risks motor insurance which covers accidental loss or damage to the **Insured Vehicle** in addition to third party, fire and theft cover.

Policy Retailer: The company that has arranged this insurance for **You**.

Policy Schedule: The schedule provided to **You** when **You** purchased this **Policy**, which contains **Your** details, details of the **Insured Vehicle** and the **Policy** term.

Settled claim: means a valid claim paid under **your motor insurance policy** or, by a relevant **third party**, where **you** were at fault.

Statement of Demands and Needs: Any statement of demands and needs and declaration accepted by **You** together with any additional information **You** may have supplied **Us** in support of **Your** application for this **Policy**.

Territorial Limits: The United Kingdom, Ireland, Isle of Man, the Channel Islands, Switzerland, and the countries of the European Economic Area, subject to the **Comprehensive Motor Insurance** being extended whilst **You** are in the European Economic Area.

Third party: a person or company liable to **you** in respect of a claim.

Waived or reimbursed means where a third party has already made good the excess

We/Us/Our: Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company SE (Financial Conduct Authority registration number 805770).

Fortegra Europe Insurance Company SE has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number SE 17), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Together with its UK Branch, Fortegra Europe Insurance Company SE is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority.

Fortegra Europe Insurance Company SE has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

You/Your: Any individual or company, partnership or sole trader who is detailed on the **Policy Schedule** and who has applied for this **Policy** and has agreed to pay the premium under this **Policy**.

3. ELIGIBILITY

You are eligible for cover from the start date of this Policy if:

- **You** are applying as an individual, **You** are eighteen (18) years of age or over and **You** are resident in the United Kingdom, Channel Islands or the Isle of Man; or
- **You** must have a current full and valid UK driving licence or hold a full internationally recognised licence. This also applies to any Named Driver(s).
- **You** are applying as a company, that company is registered in the United Kingdom, Channel Islands or the Isle of Man; and
- **You** are the **Motor Insurance** policyholder or named on the **Motor Insurance** policy; and
- During the **Policy** term, **You** and anyone else driving the **Insured Vehicle** are at all times covered by and named on **Motor Insurance**; and

The vehicle is eligible for this cover if:

- It is a car, motorbike, caravan, motorhome or light commercial vehicle not exceeding a Gross Vehicle Weight of 3.5 tonnes; and
- It is covered by a **Motor Insurance** (including Multi Car Insurance Policies) Policy throughout the entire policy term; and
- It is registered in the United Kingdom

Please Note: The following vehicles and vehicle uses are NOT eligible for cover:

- Emergency vehicles, courier vehicles, buses, coaches, trailers, heavy goods vehicles, daily rental vehicles, breakdown and recovery vehicles; and
- Vehicles used for road racing, track days (timed or untimed), rallying, pace-making, speed testing or any other competitive event; and

4. POLICY TERM

The length of cover **You** have chosen is stated on **Your Policy Schedule**. **Your** cover will end at the earliest of any of the below:

- **You** failing to pay **Your** premium when due; or
- **You** or the **Insured Vehicle** no longer meeting the eligibility criteria for **Your Policy**; or
- a claim being settled by **Us**; or
- the **Policy** being cancelled by either **You** or **Us**; or
- The expiry date of the **Policy** as detailed on the **Policy Schedule**.

5. WHAT IS COVERED

Cover	Benefit
<p>We will pay you an amount equal to the excess in relation to each settled claim on your motor insurance policy up to annual aggregate limit in respect of claims arising from a motor insurance claim only.</p>	<p>Cover is provided for the reimbursement of the excess of your Motor insurance policy following a settled claim provided for an insured vehicle whilst being used for;</p> <ol style="list-style-type: none"> a. social, domestic pleasure and commuting to and from your place of business. b. personal business use by policyholder including business use class 3. <ol style="list-style-type: none"> 1. The maximum amount payable under this policy will be the amount as stated on your policy schedule. 2. 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. <p>This Policy will continue to respond for the period of insurance or until your chosen level of indemnity is exhausted whichever comes first. You will then be liable for all and any future excess payments as defined in your motor insurance policy. Please refer to your policy schedule to check the annual aggregate limit you have chosen.</p>

6. WHAT IS NOT COVERED:

Exclusion	What You are not covered for
i)	Claims for excess that do not arise from a motor insurance policy .
ii)	We will not reimburse you for any claim you make under this motor excess protection policy within the first 30 days immediately following the start date of cover in the event of a claim not involving an identifiable 3rd party unless your vehicle has been stolen and written off or this insurance was taken out at the same time as your main insurance policy or this insurance was purchased by you at the time of renewal of your previous motor excess insurance policy.
iii)	Claims where the excess is waived or reimbursed by a third party or not exceeded.
iv)	Claims which took place outside the period of insurance of this motor excess protection policy .
v)	Claims notified to us more than 6 months following the settlement of a claim under your main insurance policy or by a third party .
vi)	Excess payments in respect of claims refused by your main insurance policy
vii)	Any contribution or deduction from your settled claim under your motor insurance policy other than the stated policy excess for which you have been made liable.
vii)	Motor vehicles not specified in your motor insurance policy .

ix)	Motor claims arising from breakdown, misfuelling, windscreen repair or replacement or any glass repair or replacement to your motor vehicle .
x)	Any losses caused by war, revolution or any similar event.
xi)	Any losses caused by: 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.
xii)	We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

7. HOW TO MAKE A CLAIM

Stage	Explanation
Step 1	Contact the Claims Handler as soon as You become aware of a potential claim: - <ul style="list-style-type: none"> • by emailing claims@defendinsurance.co.uk • by website www.defendinsurance.eu/excessclaim/
Step 2	Return all required information to the Claims Handler : - <ul style="list-style-type: none"> • Evidence the excess amount has been paid to your motor insurer following your claim • Evidence that your claim with your main insurer has been settled stating that you were at fault. • Certificate of motor insurance policy that you have paid the excess on. • The policy schedule of motor excess protection policy or documentation detailing excess cover <p>Please note that information the Claims Handler may reasonably require must be received within ninety (90) days. If it isn't, the Claims Handler will attempt to assess Your claim however it may be difficult for them to investigate and settle Your claim adequately.</p>

8. POLICY CONDITIONS

- The maximum benefit payable by **Us** in respect of the **Insured Vehicle** is the Claims Limit on the **Policy Schedule**.
- If **You** are covered by any other insurance or warranty for the same or similar benefit(s) provided under this **Policy**, then **We** will only be responsible for paying a fair proportion of any benefit which **We** would otherwise be due to pay.
- **We** have the right to take proceedings against other parties in **Your** name, in order to recover for **Our** benefit, the amount of any payment made under this **Policy**.
- **You** must notify the **Policy Retailer** as soon as possible if any of **Your** details change during the term of the **Policy**.

Renewal Process

The **Policy Retailer** will contact **you** before **your** renewal date to discuss **your** renewal options including any changes to the policy that will apply from when **you** renew the policy. If **you** do not want to renew **your** policy or want to change any of **your** details, please let the **Policy Retailer** know at least 15 days before **your** renewal date.

9. CANCELLING YOUR POLICY

You have the right to cancel **Your Policy** at any time. Please see the below table for **Your** refund rights.

If **You** wish to cancel **Your Policy** at any time, please contact the **Policy Retailer**.

Time period	Refund Rights
Cancellation before Policy commencement date	If You cancel before the Policy commencement date, you will be entitled to a full refund of premium paid and no administration fee will be charged.
Cancellation within thirty (30) days of the start date on the Policy Schedule or receipt of the Policy terms (whichever is later)	If You cancel within thirty (30) days and have not made a successful claim on Your Policy , You will be entitled to a full refund of premium paid and no administration fee will be charged.
Cancellation after thirty (30) days from the start date on the Policy Schedule or receipt of the Policy terms (whichever is later)	If You cancel after thirty (30) days and have not made a successful claim on Your Policy , The Policy has no surrender value and no premium paid will be refunded.

Cancellation – Our rights

We may cancel this **policy** by giving **you** at least 30 days written notice at **your** last known address for the following reasons;

- If **you** fail to make payment of premiums we will send **you** a reminder to do so. If **we** do not receive payment after two reminders **we** will cancel **your policy** with immediate effect and notify **you** in writing that such cancellation has taken place;
- **We** may cancel this **policy** without giving **you** prior notice if, by law, or other similar reasons **we** are unable to provide it.

If **we** exercise **our** rights to cancel the **policy** under this section, **we** will refund the premium paid proportionate to the remaining period of insurance, provided **you** have not made any claims.

We reserve the right to refuse renewal of any individual policy.

We may cancel this **policy** with immediate effect 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**.

We will continue to honor any claims made before cancellation.

10. COMPLAINTS PROCEDURE

If **You** wish to make a complaint about the conduct of the sale or cancellation of this **Policy**, including any information provided as part of the sale, please contact the **Policy Retailer**.

The **Administrator** handles all other complaints relating to this **Policy** on **Our** behalf. If **You** wish to make a complaint, please do so:

- by telephone on 01737 854 167; or
- by writing to the Customer Outcome Manager at support@complectus.co.uk

The **Administrator** will acknowledge **Your** complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the **Administrator** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why. In this case, or if **Your** complaint is not resolved to **Your** satisfaction, the **Administrator** will advise **You** of **Your** rights to refer **Your** complaint to The Financial Ombudsman Service, free of charge:

- by submitting **Your** complaint online – please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT: The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case.

Following this complaints procedure does not affect **Your** legal rights.

11. MISINFORMATION

When applying for insurance, varying **Your** cover, or submitting a claim, **You** or anyone acting on **Your** behalf must take reasonable care to answer all questions honestly and to the best of **Your** knowledge. Failure to do so may affect the validity of **Your Policy** or the payment of **Your** claim.

12. SANCTIONS

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit, where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

13. THIRD PARTY RIGHTS

Except where otherwise required by law, **You** and **We** have agreed that

- it is not intended for any third party to this **Policy** to have the right to enforce the terms of this **Policy**; and

You and **We** can rescind or vary the terms of this **Policy** without the consent of any third party to this **Policy**, who might seek to assert that they have rights under this **Policy**.

14. APPLICABLE LAW

This **Policy** shall be subject to the law of England and Wales, unless **We** and **You** agree otherwise.

15. COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company SE cannot meet its liabilities under this **Policy**. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk.

The FSCS can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/.

16. PRIVACY AND DATA PROTECTION NOTICE

Data Protection

Fortegra Europe Insurance Company SE (the Data Controller) is 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.

How **We** Use **Your** Personal Data

We may use the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may collect and use special categories of data from **You** for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) of the Data Protection Act 2018. **We** may collect and use special categories of data from **You** for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) DPA 2018. **We** may also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

Disclosure of **Your** Personal Data

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, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters,

external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International Transfers of Data

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

Your Rights

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 restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

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 expiration of the **Policy**, 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** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company SE, Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imsida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com