

Commercial Vehicle(s) Excess Reimbursement Policy Wording

Please refer to the **Certificate of Insurance** for confirmation of coverage details

This is the Commercial Vehicle(s) Excess Reimbursement Insurance Policy. It contains details of cover, conditions and exclusions relating to each **Insured Person** and is the basis on which all claims will be settled.

SELLING BROKER

An FSA authorised intermediary, who is acting on behalf of the customer and able to advise upon, sell and administer general insurance products in the UK. Please check the **Certificate of Insurance** for details of the selling broker.

MARKETING INTERMEDIARY

Crusader Assistance (FSA number 311853), which is authorised and regulated by the Financial Services Authority (or equivalent) to carry out general insurance mediation business activities in and from within the United Kingdom. Crusader Assistance deals only with the selling broker in relation to this insurance.

INSURER

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. IPA is a Belgian firm of Avenue Louise, 166 bte 1, 1050 Brussels, which has a branch office in the UK regulated by the Financial Services Authority (FSA)(FSA register number 202664). IPA's registered address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR (Company number FC008998). You can check this by calling the FSA Consumer Helpline 0845 606 1234 or by visiting their website at www.fsa.org.uk

WHAT MAKES UP THIS POLICY?

This policy wording and the **Certificate of Insurance** must be read together as they form the insurance contract.

INSURING CLAUSE

In consideration of payment of the premium, the insurer will indemnify or otherwise compensate the **Insured** against financial loss as described in and subject to the terms, conditions, limits and exclusions of this policy, occurring or arising during the **Period of Insurance** or any subsequent period for which the insurer agrees to accept a renewal premium.

COOLING OFF PERIOD

Crusader Assistance will refund **Your** premium in full if, within 14 days, **You** decide that it does not meet **Your** needs or that **You** do not want this policy, provided **You** have not reported a claim. The 14 day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the later. Once the 14 days has expired, **You** have the right to cancel this insurance, however, no refund of premium will be due to **You**.

JURISDICTION AND LAW

This insurance policy will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

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DEFINITIONS

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

“**Annual Aggregate Limit**” means the maximum amount payable in the **Period of Insurance** as shown in the **Insured’s Certificate of Insurance**.

“**Certificate of Insurance**” - this forms part of this policy document and contains the name of the **Insured** and gives details of the cover provided by this policy.

“**Commercial Vehicle(s) Insurance Policy**” means the insurance policy issued by an authorised UK **Motor Insurer** in respect of the **Insured’s Motor Vehicle(s)**.

“**Excess**” means the amount the **Insured** is responsible for/has to pay under the terms of their **Commercial Vehicle(s) Insurance Policy**.

“**Imminent Claim**” means an **Incident** that could give rise to a claim under this policy that the **Insured** is or was aware of prior to the inception date of this policy that was to be or had just been reported under the **Insured’s Commercial Vehicle(s) Insurance Policy**.

“**Incident**” means a claim occurrence under the **Insured’s Commercial Vehicle(s) Insurance Policy** during the **Period of Insurance**.

“**Motor Insurer**” means an authorised UK **Motor Insurer**.

“**Motor Vehicle(s)**” means a wheeled vehicle that carries its own engine (not being an invalid carriage) being;

- a) A motorcycle
- b) A car which is constructed for the carriage of no more than 7 passengers and their effects.
- c) A van not exceeding an unloaded weight of 3.5 metric tonnes being used for transporting goods or groups of people.
- d) A vehicle exceeding 3.5 metric tonnes but not exceeding 44 metric tonnes being used for transporting goods.

“**Named Driver(s)**” means drivers who are permitted by the **Insured** to drive under the terms of their **Commercial Vehicle(s) Insurance Policy**.

“**Period of Insurance**” means the period for which **We** have accepted the premium as stated in the **Certificate of Insurance**.

“**Waived or Reimbursed**” means where a third party has already made good the **Excess** shown in the schedule of **Insured’s Commercial Vehicle(s) Insurance Policy**.

“**We/Us/Our**” means Inter Partner Assistance SA and AXA Assistance (UK) Limited: both members of the AXA Group. Their registered address is: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR and ClaimEz (SIS, PO Box 70931, London, SW20 2EE.

“**Insured**” means the party referred to in the **Certificate of Insurance** and whose name also appears on the **Commercial Vehicle(s) Insurance Policy**.

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COVER PROVIDED

1. Cover is provided for the **Excess** that the **Insured** is responsible for following the successful settlement of any loss, destruction or damage claim for the **Insured's Motor Vehicle(s)** under the **Insured's Commercial Vehicle(s) Insurance Policy** in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where the **Insured** was at fault the claim will be settled when **We** are in receipt of the settlement letter from the **Insured's Motor Insurer**. For claims where the **Insured** is deemed either partially at fault or not at fault if the **Insured's Excess** is not recovered from the third party within 6 months from the date of **Incident We** will reimburse any **Excess** payment for which the **Insured** has been made liable up to the **Annual Aggregate Limit** covered under the policy.
2. Cover will only operate when the **Excess** of the **Commercial Vehicle(s) Insurance Policy** is exceeded and following the successful claim payment
3. The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown in the **Insured's Certificate of Insurance**. Once the **Annual Aggregate Limit** is exhausted this policy is automatically cancelled and the **Insured** is then liable for all and any future **Excess** payments as defined in the **Insured's Commercial Vehicle(s) Insurance Policy**.

WHAT IS NOT COVERED (Exclusions)

1. Any claim that the **Commercial Vehicle(s) Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
2. Any claim that is refused under the **Commercial Vehicle(s) Insurance Policy**.
3. Any claim where the **Motor Vehicle** is being used
 - a) in any competition, trial, performance test, race or trial of speed, including off-road events, whether between motor vehicle(s) 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,
 - b) for any purpose in connection with the motor trade.
4. Any claim under the **Commercial Vehicle(s) Insurance Policy** which occurred prior to the **Period of Insurance** as shown on the **Insured's Certificate of Insurance** that the **Insured** was aware was an **Imminent Claim**.
5. Any claim notified to **Us** more than 31 days following the successful settlement of the **Insured's** claim under the **Commercial Vehicle(s) Insurance Policy**.
6. Any contribution or deduction from the settlement of the **Insured's** claim against the **Commercial Vehicle(s) Insurance Policy** other than the stated policy **Excess** for which the **Insured** has been made liable.
7. Any claim where the **Excess** has been **Waived or Reimbursed**.
8. Any liability that the **Insured** accepts by agreement or contract, unless they would have been liable anyway.
9. Any claim arising from glass repair or replacement.
10. Any claim arising from breakdown or mis-fuel.

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11. Where the total number of **Motor Vehicles** covered under the **Insured's Commercial Vehicle(s) Insurance Policy** or owned by the **Insured** purchasing this policy is greater than 100.
12. Any claim resulting from war and/or terrorism.
13. Any claim resulting from:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste burning nuclear fuel; or
 - radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

CONDITIONS APPLICABLE

1. This Commercial Vehicle(s) Excess Protection Insurance policy will continue to respond for the **Period of Insurance** or until the chosen **Annual Aggregate Limit** is exhausted; whichever comes first.
2. The **Commercial Vehicle(s) Insurance Policy** must be maintained, current and valid.
3. The **Insured** stated on the **Certificate of Insurance** or **Confirmation of Coverage** must match the **Insured** on the **Commercial Vehicle(s) Insurance Policy**.
4. In the event that any misrepresentation or concealment is made by the **Insured** or on the **Insured's** behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.
5. Right of Recovery - **We** can take proceedings in the **Insured's** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this policy.
6. Other Insurance - If the **Insured** was covered by any other insurance for the **Excess** payable following the **Incident**, which resulted in a valid claim under this policy, **We** will only pay **Our** proportionate share of the claim.
7. The **Insured** and any **Named Drivers** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. **We** will only give the **Insured** the cover that is described in this policy if any party claiming has complied with the terms and condition under the **Commercial Vehicle(s) Insurance Policy** and all the terms and condition of this insurance policy, as far as they apply.
9. If the **Insured** or anyone on the **Insured's** behalf make a claim under this policy that is found to be false or fraudulent in any way, the policy is void and any claim will not be paid.
10. All **Named Drivers** must have a current full and valid UK driving licence, or hold a full internationally recognised licence.
11. **We** have the right to approach any third party in relation to the **Insured's** claim.

HOW TO MAKE A CLAIM

Claims will be handled on the insurer's behalf by ClaimEz. The process has been designed specifically to enable the process and handling of the claim to be as quick and efficient as possible.

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The **Insured** will be asked to provide their scheme code which is **20003**

Via the Internet:

Visit Our claims web site: <https://www.clamez.com> where the **Insured** will be able register their claim online.

Or

By Phone

Please call ClaimEz on 0203 503 0500 to notify the claim. The **Insured** will be sent a claim form to complete and will be asked to return it along with supporting documentation that will be specified to them.

Our internet solution allows the **Insured** to enter all the necessary details and upload the documents that **We** require to settle the **Insured's** claim.

Failure to follow these steps may delay or jeopardise the payment of the claim.

COMPLAINTS PROCEDURE

We do everything possible to make sure that the **Insured** receives a high standard of service. If the **Insured** is not satisfied with the service received, they should address their enquiry/complaint to:

For sale complaints:

Enter address here

For claim complaints:

The Customer Care Manager
ClaimEz (SIS)
PO Box 70931
London
SW20 2EE
customercare@clamez.com

Please provide full details of the policy and in particular the **Insured's** policy/claim number to help the enquiry to be dealt with speedily.

If the complaint is not resolved the **Insured** may be able to refer the complaint to the Financial Ombudsman Service (Ombudsman): -

The Financial Ombudsman's Service,
South Quay Plaza,
183 Marsh Wall,
London,
E14 9SR
0800 023 4567
Complaint.info@financial-ombudsman.org.uk

These procedures do not affect the **Insured's** right to take legal action.

COMPENSATION SCHEME

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Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms. Further information can be obtained from the website www.facs.org.uk

DATA PROTECTION

We may store, use and process the **Insured's** personal information in order to administer this policy and provide the **Insured** with **Our** services; identify other products and services that might be suitable; renew the policy with **Us** and keep **Our** records about the **Insured** up to date. **We** may also use the information to prevent and detect fraud and/or money laundering or similar activity.

Under the Data Protection Act 1998 the **Insured** is entitled to a copy of the information **We** hold about them on request, upon payment of the relevant fee. Please let **Us** know if the **Insured** thinks any information **We** hold about them is inaccurate, so that **We** can correct it. The information **We** hold about the **Insured** is confidential. **We** will only ever disclose it to another party with the **Insured's** consent, for the purposes of contacting the **Insured** about other products or services, if the law requires **Us** to disclose it and/or to **Our** agents providing services to the **Insured** .

We monitor and record phone calls to help maintain **Our** quality standards and for security purposes.