

Vehicle Excess Reimbursement

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

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

INSURER

This insurance is arranged by Strategic Insurance Services Limited with UK General Insurance Limited on behalf of Great Lakes Reinsurance (SE) UK, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Strategic Insurance Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

WHAT MAKES UP THIS POLICY?

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

INSURING CLAUSE

In consideration of payment of the premium, the insurer will indemnify or otherwise compensate **You** 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.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of **Your** application for cover under the policy
- b) to make sure that all information supplied as part of **Your** application for cover is true and correct
- c) tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

JURISDICTION AND LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

Vehicle Excess Reimbursement

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**. If **You** wish to request a cancellation then please contact **Your** selling broker from whom **You** purchased this policy

OUR RIGHT TO CANCEL

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

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 **Your Certificate of Insurance**.

“Business Use Class 3” means the **Insured Person** and any **Named Driver(s)** using the **Motor Vehicle** for business, to solicit orders or to deliver pre-purchased goods. This also includes anyone who uses the **Motor Vehicle** to travel from customer to customer on commercial business.

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

“Commercial Use” means the **Insured Person** and any **Named Driver(s)** using the **Motor Vehicle** as a taxi, minicab, limousine or driving school or being used for commercial use by sales representatives who have use and responsibility for their own company vehicle.

“Excess” means the amount **You** are responsible for/have to pay under the terms of **Your Motor Insurance Policy**.

“Imminent Claim” means an **Incident** that could give rise to a claim under this policy that **You** are or were aware of prior to the inception date of this policy that was to be or had just been reported under **Your Motor Insurance Policy**.

“Incident” means a claim occurrence under **Your Motor Insurance Policy** during the **Period of Insurance**.

“Motor Insurance Policy” means **Your** insurance policy covering social, domestic, pleasure and commuting use by the **Policyholder** and/or a **Named Driver(s)**; issued by an authorised and regulated **Motor Insurer** to **You** in respect of **Your Motor Vehicle**.

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

“Motor Vehicle” means one of the following as declared on **Your Certificate of Insurance**

- a) PRIVATE MOTOR also called a car (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers

Vehicle Excess Reimbursement

- b) BUSINESS CAR (not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers that is used for personal and/or commercial business
- c) MOTORCYCLE (also called a motor bicycle or motorbike) which is constructed with two-wheels and powered by an engine
- d) COMMERCIAL VEHICLE not exceeding an uploaded weight of 3.5 metric tonnes being used for transporting goods
- e) TAXI a hire car with a maximum of 9 seats which can be engaged, by arrangements made in a public place between the person to be converted in it or by prior arrangement

of which **You** are the owner or which **You** are authorised to drive.

“**Named Driver(s)**” means drivers in addition to **You** who are permitted to drive under the terms of **Your Motor Insurance Policy**. “**Period of Insurance**” means the period for which **We** have accepted the premium as stated in **Your Certificate of Insurance**.

“**Waiting Period**” means the first 14 days of this policy. The **Waiting Period** will not apply if this policy is a renewal with UK General Insurance Ltd or has been purchased within 14 days of the **Motor Insurance Policy**.

“**Waived or Reimbursed**” means where a third party has already made good the **Excess** shown in the schedule of **Your Motor Insurance Policy**.

“**We/Us/Our**” means UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE .

“**You/Your/Insured Person/Policyholder**” means the person whose name appears at the top of **Your Certificate of Insurance**.

COVER PROVIDED

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

WHAT IS NOT COVERED (Exclusions)

1. Any claim that **Your Motor Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
2. Any claim that is refused under **Your Motor Insurance Policy**.
3. Any **Incident** that occurs during the **Waiting Period**.
4. Any claim where the **Motor Vehicle** is being used
 - a) for **Commercial Use, Business Use Class 3** or hire and reward unless **Your Motor Vehicle** has been declared as a BUSINESS CAR, COMMERCIAL VEHICLE or a TAXI
 - b) for any purpose in connection with the motor trade

Vehicle Excess Reimbursement

- c) in 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. Any claim under **Your Motor Insurance Policy** which occurred prior to the **Period of Insurance** as shown on **Your Certificate of Insurance** that **You** were aware was an **Imminent Claim**.
 6. Any claim notified to **Us** more than 31 days following the successful settlement of **Your** claim under **Your Motor Insurance Policy**.
 7. Any contribution or deduction from the settlement of **Your** claim against **Your Motor Insurance Policy** other than the stated policy **Excess** for which **You** have been made liable.
 8. Any claim that has been **Waived or Reimbursed**.
 9. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
 10. Any claim arising from glass repair or replacement.
 11. Any claim arising from breakdown or misfuel.
 12. Any claim for loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril. Listed Perils are Fire and Explosion

13. Any claim for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
14. Any claim for loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division

Vehicle Excess Reimbursement

thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) involves violence against one or more persons; or
- b) involves damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

This Policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

Notwithstanding the above and subject otherwise to the terms, conditions, and limitations, this Policy will pay actual loss or damage (but not related cost or expense) caused by any act of terrorism provided such act is not directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with biological, chemical, radioactive, or nuclear pollution or contamination or explosion.

15. Any claim for loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
 - a) irradiation or contamination by Nuclear Material; or
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

CONDITIONS APPLICABLE

1. **Your Motor Excess Protection Insurance Policy** will continue to respond for the **Period of Insurance** or until **Your Annual Aggregate Limit** is exhausted; whichever comes first.
2. **Your Motor Insurance Policy** must be maintained, current and valid.
3. The **Insured Person** must match the name of the individual stated on **Your Motor Insurance Policy**.
4. In the event that any misrepresentation or concealment is made by **You** or on **Your** 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 **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this policy.
6. **Other Insurance** - If **You** were 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. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. **We** will only give **You** the cover that is described in this policy if **You** have complied with the terms and conditions under **Your Motor Insurance Policy** and all the terms and conditions of this insurance policy, as far as they apply.

Vehicle Excess Reimbursement

9. If **You** 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. This insurance is only valid if **You** are a permanent resident of the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
11. **You** and any **Named Driver(s)** must have a current full and valid UK driving licence, or hold a full internationally recognised licence.
12. **We** have the right to approach any third party in relation to **Your** claim.

HOW TO MAKE A CLAIM

Your claim will be handled on the insurer's behalf by ClaimEz. ClaimEz is an online web based system managed by Strategic Insurance Services Limited (SISL) who, whilst handling claims, is acting as an agent of the insurer.

The claim process has been specifically designed to make it as quick and efficient as possible to process and handle **Your** claim. **You** will be asked to provide **Your** scheme code which is 20121.

If **You** have access to the internet:

Visit **Our** claims website: www.clamez.com where **You** will be able to register **Your** claim, enter all the necessary details and upload the documents that will be specified to **You**. **Our** internet solution is the quickest and easiest way to submit **Your** claim to **Us**.

If **You** do not have access to the internet:

Please call ClaimEz on **0203 770 3697** to notify **Us** of **Your** claim. Some initial details will be taken and **You** will then be sent a claim form by post to complete and return to **Us** along with supporting documentation that will be specified to **You**. When calling **Us**, please have **Your** policy number to hand. Please note that a postal claim may take significantly longer to settle than an online claim; especially if **We** need to write to **You** to request additional information. Failure to follow these steps may delay or jeopardise the payment of **Your** claim.

UK General Insurance Limited are an insurers agent and in the matters of a claim act on behalf of the insurer.

COMPLAINTS PROCEDURE

We do everything possible to make sure that **You** receive a high standard of service. If **You** are not satisfied with the service that **You** receive, **You** should address **Your** enquiry/complaint to:

For sales complaints:

The Compliance Manager
Crusader Assistance
21 High Street
Feltham
TW13 4AG
admin@crusaderassistance.co.uk
Tel: 0208 844 8300

For claim complaints:

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

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

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 05950B.

Vehicle Excess Reimbursement

If **Your** complaint about the sale of the policy or a claim on **Your** policy cannot be resolved by the end of the next working day, Crusader Assistance or ClaimEz will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London,
E14 9SR.

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

DATA PROTECTION

Any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Provision Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

FINANCIAL CRIME POLICY STATEMENT

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance** **We** may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the **Certificate of Insurance**. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.