



Fleet (5 - 20 vehicles) Excess Protection Policy Wording

COMMERCIAL MOTOR & FLEET VEHICLE EXCESS INSURANCE

POLICY WORDING

Section 1: Policy Structure

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. It explains what is covered and what is not covered. There are also exclusions and conditions that **you** must follow for the policy to work. The cover **you** hold is set out in the accompanying policy schedule.

This policy is provided on behalf of Sparta. Sparta is a trading style of Advent Solutions Management Limited, which is authorised and regulated by the Financial Conduct Authority (FCA Number 308751). Its registered office is at Oakwood House, Guildford Road, Bucks Green, Horsham, West Sussex, RH12 3JJ. It is registered in England no: 04092670.

The Insurer

This **policy** is underwritten by Inter Partner Assistance SA (UK Branch) (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance S.A. is a Belgian firm authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **our** regulation by the Financial Conduct Authority are available from **us** on request. **Our** FCA Register number is 202664. **You** can check this on the FCA's register by visiting the website www.fca.org.uk/register.

What makes up this policy?

These **commercial motor and fleet vehicle excess policy** terms and conditions and **your policy schedule** form **your** insurance contract.

Cooling off period

If **you** find that this cover does not meet **your** needs, please contact **your** supplying broker within 14 days of receiving this document and **we** will cancel this policy. **You** will receive a refund of **your** premium provided **you** have not made any claims.

If **you** cancel the policy outside the 14 day period **you** will receive a refund of **Your** premium proportionate to the amount of time left to run on the policy, less an administrative charge of £15 provided **you** have not made any claims.

We may cancel this policy by giving **you** at least 14 days' notice at **your** last known address. If **we** cancel the policy, **we** will refund the premium paid for the remainder of the current **period of insurance**, unless a claim has been made. **We** reserve the right to refuse renewal of any individual policy.

Jurisdiction and law

Your policy is subject to English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the English courts.

Your policy represents the entire agreement between **you** and **us**.

Section 2: Definitions

Wherever the following words and phrases appear in bold in this document and in this document, they will always have the following meanings:

1. "**You/Your/Insured Person**" - means the party referred to at the top of **your certificate of insurance**.
2. "**Annual Aggregate limit**" – means the total amount of cover available under this policy in each year of cover. The policy will continue to respond for the period of the cover or until **your** chosen level of indemnity on the reimbursement is exhausted; whichever comes first. 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 main Commercial/Fleet Insurance Policy** for the remainder of this period of insurance.
3. "**We/Us/Our**" - means Inter Partner Assistance SA, the underwriters of this policy and AXA Assistance UK Limited, the administrator of this policy, both of; The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1

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1PR, UK. Sparta Insurance, the provider of this policy of Oakwood House, Guildford Road, Bucks Green, Horsham, West Sussex, RH12 3JJ.

4. “**Excess**” - means the amount **you** must pay under the terms of **your Commercial/Fleet Motor Insurance Policy** in respect of any **Commercial/Fleet Motor Claim** as the first amount of that claim.
5. “**Period of Insurance**” - means the period for which **we** have accepted the premium being the same period as applies to **your Commercial/Fleet Motor Insurance Policy** as stated on your certificate of insurance.
6. “**Commercial/Fleet Motor Insurance Policy**” – means the insurance policy arranged by Sparta Insurance in respect of **your Commercial/Fleet Motor Vehicle** or commercial multi vehicle policy which was arranged at the same time as or up to 28 days prior to this **Policy**;
7. “**Motor Insurer**” – means an authorised UK motor insurance underwriter which underwrites **your Commercial Motor Insurance Policy**.
8. “**Named/Authorised Driver(s)**” – means drivers in addition to **you** who are permitted to drive **your Commercial/Fleet Motor Vehicle** under the terms of **your Commercial Motor Insurance Policy**.
9. “**Receipt**” - means the **Receipt** provided to **you** by Sparta Insurance in respect of **your** purchase of this **Policy**;
10. “**Commercial/Fleet Motor Vehicle**” a vehicle not exceeding 44 tonnes (not being an invalid carriage) which is constructed for the carriage of passengers and goods in connection with **your** business and including vehicles used for hire and reward, of which **you** are the owner, registered keeper or where the vehicle is leased by **you** and which **you** are responsible for under a leasing agreement, or where **you** are legally responsible for that vehicle. Vehicles must be registered for use on public highways.
11. “**Policy Schedule**” - means the **Policy Schedule** provided to **you** by Sparta Insurance in respect of **your** purchase of this **Policy** and which confirms **your Cover Level**.
12. “**Cover Level**” means the annual aggregate limit which the Insurers will pay to **you** under this **Policy** during the relevant **Period of Insurance** being the amount specified as such on **your Policy Schedule**;
13. “**Sparta Insurance**” means **Sparta Insurance** which is authorised and regulated by the Financial Conduct Authority for the sale and administration of general insurance products.
14. “**Policy**” means this **Policy** of insurance on the terms and subject to the conditions, limitations and exclusions set out in this document.
15. “**Settled Commercial/Fleet Motor Claim**” means a **Commercial/Fleet Motor Claim** which is accepted and settled (in whole or part) by **your Motor Insurer**.
16. “**Commercial/Fleet Motor Claim**” means a claim under the terms of **your Commercial/Fleet Motor Insurance Policy** arising as a result of fire, theft or vandalism or as a result of an accident which was wholly or partially **your** fault or the fault of a **Named/Authorised Driver** or where **you** are unable to recover **your Excess** from a liable third party.
17. “**Territorial Limits**” means the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands, and the Isle of Man).

Section 3: What is covered under this Policy

The cover in this section will only apply if it is shown on **your** current policy schedule and if the appropriate premium has been paid.

1. Subject to the appropriate premium having been paid, the Insurer will pay to **you** in each relevant **Period of Insurance**, an amount equal to the amount of the **Excess** in relation to each **Settled Commercial Motor Claim** up to **your Cover Level**.
2. **Cover Levels** available in any one **Period of Insurance** subject to payment of the aggregate premium for the number of vehicles covered are:

	Single vehicle	Min 2 vehicles Max 5 vehicles	Min 6 vehicles Max 10 vehicles	Min 11 vehicles Max 15 vehicles	Min 16 vehicles Max 20 vehicles
Platinum Plus					£6,500
Platinum	£1,000			£5,000	
Gold	£500		£3,000		
Standard	£300	£1,000			

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3. Please refer to **Your Policy Schedule** for details of **Your Cover Level**.

Section 4: What is not covered

This **Policy** does not cover or apply to:

1. Any **Excess** in respect of any claim under **your Commercial Motor/Fleet Insurance Policy** that **your Commercial/Fleet Motor Insurer** declines or any case where no claim is brought under **your Commercial/Fleet Motor Insurance Policy** because the value of such claim would not exceed the **Excess** payable by **you** under **your Commercial/Fleet Motor Insurance Policy**.
2. Any **Excess** in respect of any claim which occurred prior to the commencement date of this **Policy** as shown on **your Policy Schedule**.
3. Any contribution to or deduction from the settlement of **Your Commercial/Fleet Motor Claim** other than the **Excess**.
4. Where any third party has reimbursed **you** and made good **your Excess**.
5. Any liability **you** accept by agreement or contract, unless **you** would have been liable anyway.
6. Any **Excess** in respect of any claim under **your Commercial Motor/Fleet Insurance Policy** solely in respect of glass repair or replacement.

Section 5: How to claim

AXA Assistance (UK) Limited handles all claims under this **Policy** on behalf of the Insurer.

To make a claim **we** will ask **you** to submit supporting documentation listed below. It is important **you** submit all the documentation requested, as **we** will be unable to process **your** claim until received.

✓ **Claim via the internet:**

Visit **our** claims website: <https://www.excessclaim.co.uk> where **you** will be able to register **your** claim online quoting scheme code 10343.

You will be able to complete this claim form online.

Once **you** have received communication confirming **your** claim number from Assistance (UK) Limited **you** should submit the following;

1. A copy of the acknowledgement letter received from AXA Assistance.
2. a) a copy of the **Receipt you** received on payment of **your Excess** and **your policy schedule**.
b) a copy of **your** settlement letter from **your Motor Insurer**, which must state the amount settled and the **Excess** deducted in respect of **your Settled Commercial/Fleet Motor Claim**

✓ **If you do not have the internet:**

Please call AXA Assistance (UK) Limited on 0345 600 0034 to notify 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**.

Written notice of accidents, proceedings or any other events that may give rise to a claim must be given to **us** within 6 months of the date of incident.

Our internet solution allows **you** to enter all the necessary details **we** require to settle **your** claim. **We** recommend **you** use the web link as **you** will need to post documents to **us** if **you** contact **us** by phone, which could result in delays of **your** claim being settled.

FAILURE TO FOLLOW THESE STEPS MAY DELAY AND / OR JEOPARDISE THE PAYMENT OF YOUR CLAIM.

Section 6: General Conditions – applying to all parts of the Policy

You must comply with the following conditions to have the full protection of **your Policy**.

- Cover is provided for the following uses:
 - A – Social Domestic & Pleasure
 - B – Personal Business Use By Policyholder – Personal Use by a Named/Authorised Driver(s)
 - C – Personal Business Use by Policyholder & Named/Authorised Driver(s) (excluding Commercial Travel)
 - D - Public or private hire by Policyholder / Named /Authorised Driver.
 - E – Commercial Use
- The Insured Person as stated on the **Policy Schedule** must match the Insured Person on the Commercial /Fleet Motor Insurance Policy
- No payment will be made under this Policy unless **you** have a Settled Commercial/Fleet Motor Claim.
- 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** will be voided and no refund of premium will be given.
- You** must maintain a valid **Commercial/Fleet Motor Insurance Policy** at all times during the period of this **Policy**.
- Irrespective of the commencement date of this **Policy**, after commencement it will then run concurrently with **your Commercial/Fleet Motor Insurance Policy** and end on the same date as **your Commercial/Fleet Motor Insurance Policy**.
- In the event that **your Commercial/Fleet Motor Insurance Policy** is cancelled for any reason, this **Policy** will be cancelled automatically.
- All Named/Authorised drivers must hold a current and valid UK driving licence, or hold a full valid internationally recognised licence.
- You** must have all the relevant documentation to support that **you** are the owner and keeper of the vehicle or where the vehicle is leased by **you**, **you** must have all the relevant documentation to support that **you** are legally responsible for the vehicle under the leasing agreement; or where **you** are legally responsible for the vehicle **you** must have all the relevant documentation to support that **you** are legally responsible for it.
- Right of Recovery - **we** can undertake proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under this **Policy**.
- Other Insurance - If **you** were covered by any other Insurance for the Excess payable following a Settled Commercial /Fleet Motor Claim , which resulted in a valid claim under this **Policy**, **we** will only pay **our** share of the claim.
- Reasonable Precautions - **you** must take reasonable steps to safeguard against loss or additional exposure to loss.
- Keeping to the terms of this **Policy** - **we** will only give **you** the cover that is described in this **Policy** if any person claiming cover has met with all its terms as far as they apply.
- The total number of vehicles covered by this excess policy should match that of the insured fleet for which this policy was purchased.

Fraudulent Claims

If you make a claim under this Policy that is false or fraudulent in any way, the Policy is void and any claim will not be paid.

Section 7: General exclusions – applying to all parts of the Policy

This **Policy** does not cover or apply to:

- Any loss or damage caused by, arising from or contributed to by:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
- Any loss or damage caused by war, revolution or any similar event.
- Mobile phone, phone call and postage costs.
- Any claim **you** make under this **Policy** within the first 30 days immediately following the start date of cover unless 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 **Commercial/Fleet Motor Excess insurance policy**.

5. Any claim notified to us more than 6 months following settlement of **your** claim by **your Commercial/Fleet Motor Insurance Policy** insurer.
6. Any **Excess** in respect of any claim which was caused by a driver of **your vehicle** other than **you** or a **Named/Authorised Driver**.
7. Any **Excess** in respect of a claim for an incident which occurred outside of the **Territorial Limits**.
8. Any claim made against this **policy** where the total fleet of **vehicles** operated by the **insured person** exceeds the number of **vehicles** covered by this **policy**.

Cancellation – Your rights

If **you** find that this cover does not meet **your** needs, please contact **your** supplying broker within 14 days of receiving this document and they will arrange for **us** to cancel this policy. **You** will receive a full refund of **your** premium, provided **you** have not made any claims. If **you** cancel the policy outside the 14 day period **you** will receive a refund of **your** premium proportionate to the amount of time left to run on the policy, less an administrative charge of £15 provided **you** have not made any claims.

Cancellation – Our rights

We may cancel this policy by giving **you** at least 14 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 honour any claims made before cancellation.

Renewal Process

Your insurance broker 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 **your** insurance broker know at least 15 days before **your** renewal date.

Our promise

We want to give **you** the best possible service. If **you** are not happy with our service, the procedure below explains what **you** should do:

Complaints procedure

You can write to the Group Quality and Customer Relations Manager at:
Inter Partner Assistance SA (UK Branch)
The Quadrangle,
106-118 Station Road,
Redhill, Surrey,
RH1 1PR, UK

Or, **You** can phone 01737 815 215 or email quality.assurance@axa-assistance.co.uk

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service
Exchange Tower, London E14 9SR. Telephone 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

These procedures do not affect **your** right to take legal action.

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/consumers/odr>, which has been set up by the EU Commission.

Financial Services Compensation Scheme (FSCS)

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms.

You can get more information at 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** insurance claim, in order to evaluate **your** claim and provide other services as described in this policy,
- 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 an insurance excess claims service, 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 evidence of the condition of the property subject of the excess claim, which **you** have provided for the purpose of 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, 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 AXA 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, Surrey
RH1 1PR, UK
Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk. Alternatively, a hard copy is available from **us** on request.

Sparta's privacy notice can be viewed and is available at <https://www.sparta-group.co.uk/privacypolicy.aspx>

Alternative format

Please contact **your** supplying broker if **you** would like a copy of these terms and conditions in alternative format such as large print or audio.