

Motor Excess Insurance Protection

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.

Status disclosure

This policy is administered by Swinton Van Insurance which is a trading name of Atlanta1 Insurance Services Ltd.

This policy is provided on behalf of Atlanta1 Insurance Services Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA Number 308213). Its registered office is at Nile Street, Burslem, Stoke on Trent, ST6 2BA. It is registered in England no: 3642372.

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 SA is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website www.fca.org.uk/register

Jurisdiction and law

This **motor excess insurance policy** is governed by the laws of England and Wales.

Demands and needs

This motor excess insurance policy meets the demands and needs of a **policy holder** seeking to protect the excess they are liable for following a successful claim under their **main insurance policy**.

What makes up this policy?

These **motor excess insurance policy** terms and conditions and **your schedule of insurance** form **your** insurance contract.

Renewals

Before the end of **your** current **motor excess insurance policy**, **Swinton Van Insurance** will write to **you** to tell **you** about any changes to what is included in **your** agreement or any changes to the prices for the next year.

Unless **you** tell **Swinton Van Insurance** when they write to **you**, that **you** do not want to renew, **your** agreement will be automatically renewed for another year if **you** have chosen to pay by Direct Debit.

Cooling off period and cancellation

If **you** find that the cover provided under this policy does not meet **your** needs, please contact **Swinton Van Insurance** on 0330 343 9195 within 14 days of receiving this document and they will 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 not receive a refund of **your** premium irrespective of a claim being made or not.

We may cancel this policy by giving **you** at least 7 days written notice at **your** last known address for the following reasons:

- if **you** fail to make payment of premiums **Swinton Van Insurance** will send **you** a reminder to do so. If they are still unable to collect a premium payment, **Swinton Van Insurance** will contact **you** in writing requesting payment to be made by a specific date. If **Swinton Van Insurance** do not receive payment by this date **your** policy will be cancelled by immediate effect and **you** will be notified in writing that such cancellation has taken place
- if **you** refuse to allow us reasonable access to **your** vehicle etc in order to provide the services **you** have requested under this policy or if **you** fail to co-operate with our representatives;
- if **you** otherwise cease to comply with the terms and conditions of this policy in any significant respect; and/or
- if the cost of providing this policy becomes prohibitive

We may cancel this policy without giving **you** prior notice if, by law or other similar reasons **we** are prevented or otherwise impeded from providing 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, unless **you** have made any claims. **We** reserve the right to refuse renewal of any individual policy.

We may cancel this policy without giving **you** prior notice and without refunding **your** premium 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

Payment of valid claims made before cancellation will be made despite subsequent cancellation of this policy.

Definitions

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

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

Swinton Van Insurance means Atlanta1 Insurance Services Ltd at Nile Street, Burslem, Stoke-on-Trent ST6 2BA

Schedule of insurance means the document that contains the name of the **policy holder** and gives details of the cover provided by this **motor excess insurance policy**.

Excess means 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.

Home means **your** main permanent place of residence in the **United Kingdom**.

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

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

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

Motor vehicle means a private or commercial motorised car, van 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**.

Period of insurance means the period of time which this **motor excess insurance policy** applies to and that is shown on **your schedule of insurance**.

Settled claim means a valid claim paid under **your main insurance policy**

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

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

Waived or reimbursed means a right is relinquished or an amount is paid under a **main insurance policy**.

We/Us/Our means Inter Partner Assistance SA UK Branch (the Insurer) and AXA Assistance (UK) Ltd (the service providers under this policy) both of The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK, RH1 1PR and any companies appointed by the Insurer to process and settle any claims you may make under this policy. In the Data Protection section of this policy 'we' also means Atlanta1 Insurance Services Ltd.

You/your/policy holder means the person whose name appears on the **schedule of insurance** of this **motor excess insurance policy** and is over 17 years old.

What is covered

We will pay you an amount equal to the **excess** in relation to each **settled claim** on your **main insurance policy** up to the single claim limit for any one claim and the **annual aggregate limit** in any one **period of insurance**, as shown below. This **motor excess insurance policy** covers one **motor vehicle** only.

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**.

Cover is provided under the following use types;

a) social, domestic pleasure, business use and commuting

Annual aggregate limits available

- a) £600 in any one **period of insurance** - £300 in any one claim
- b) £700 in any one **period of insurance** - £350 in any one claim
- c) £1200 in any one **period of insurance** - £600 in any one claim
- d) £1500 in any one **period of insurance** - £750 in any one claim

Once you have made claims which total the **annual aggregate limit**, no further payments will be made under this policy and this **excess** insurance policy will lapse. You will then be liable for all and any future **excess** payments as defined in your **main insurance policy**. Please refer to your **schedule of insurance** to check the **annual aggregate limit** you have chosen.

General conditions

- 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** in the **schedule of insurance** and the **main insurance policy**.
- 3) In the event that any misrepresentation or concealment is made by you or on your behalf in obtaining cover or making a claim under this **motor excess insurance policy** this policy will be void and no refund of premium will be given.
- 4) If you are covered by any other insurance for the **excess** payable, which results in a valid claim under that policy, we will only pay our proportionate share of the claim.
- 5) You must take reasonable steps to safeguard against loss or additional exposure to loss.

- 6) **You** must permanently reside in the **United Kingdom**.
- 7) In the event **we** pay a claim under any cover provided by this insurance that may be recoverable from a third party, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from the **third party**.
- 8) This insurance contract is between **you** and **us**. Any person or company who is not party to this **motor excess insurance policy** has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this policy. This does not affect any other rights another organisation has apart from under that Act.
- 9) **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.

What is not covered (Exclusions)

- 1) Claims for **excess** that do not arise from **your main insurance policy**.
- 2) Claims where the **excess** is **waived or reimbursed** or not exceeded.
- 3) Claims which took place outside the **period of insurance** of this **motor excess insurance policy**.
- 4) Claims where the incident took place outside the **United Kingdom**.
- 5) Claims notified to **us** more than 6 months following the settlement of a claim under **your main insurance policy** or by a **third party**.
- 6) **Excess** payments in respect of claims refused by **your main insurance policy**
- 7) 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.
- 8) **Motor** claims arising from breakdown, windscreen repair or replacement or any glass repair or replacement to **your motor vehicle**.
- 9) Any losses caused by war, revolution or any similar event.
- 10) Any losses caused by:
 - a) Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste
 - b) Which results from burning nuclear fuel; or
 - c) Radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

How to make a claim

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.

Documents:

1. Scheme Code: 10396
2. Evidence the excess amount has been paid to **your** motor insurer following **your** claim
3. Evidence that **your** claim with **your** main insurer has been settled stating that **you** were at fault.
4. Schedule of **main insurance policy** that **you** have paid the excess on.

Via the internet:

Visit **our** claims web site: <https://www.excessclaim.co.uk> where **you** will be able register **your** claim on line.

Or

By Phone

Please call AXA Assistance (UK) Ltd on 01737 334033 to notify **your** claim. **You** will be asked to send **us** copies of **your** documents.

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 OR JEOPARDISE THE PAYMENT OF YOUR CLAIM.

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, please contact:

The Quality Manager
Inter Partner Assistance SA
The Quadrangle,
106 - 118 Station Road
Redhill, Surrey, UK
RH1 1PR
Telephone: 01737 815215
Email address: quality.assurance@axa-assistance.co.uk

If **we** have given **you our** final response and **you** remain dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS). Their address is:

Exchange Tower,
London,
E14 9SR, UK.
Or you can phone 0800 023 4567 or 0300 123 9123.
E-mail: complaint.info@financial-ombudsman.org.uk

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

Inter Partner Assistance SA UK Branch 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.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 vehicle 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 both within and outside of 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

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.

Alternative Format

Please contact **Swinton Van Insurance** on 0330 343 8872 if **you** would like to receive this information in an alternative format such as large print, audio or Braille.