



# Motor Excess Protect Policy Summary & Full Wording



Some important facts about your insurance are summarised below. This summary does not form part of the contract and does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

## INSURER

Benefits under this policy are underwritten by Inter Partner Assistance, 10/11 Mary Street, Dublin 1, Ireland, an insurance company registered with IFSRA. Inter Partner Assistance is a member company of the Global AXA Group.

## WHAT MAKES UP THIS POLICY?

This policy and the Certificate of Insurance or Confirmation of Coverage document must be read together as they form your Insurance Contract.

## COOLING OFF PERIOD

Motor & Home Direct Insurance Services will refund in full your premium, if, within 14 days of purchasing this insurance you decide that it does not meet your needs providing that you have not reported or are intending to report a claim. Once the 14 days has expired you have no right to cancel this insurance.

## JURISDICTION AND LAW

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

Motor & Home Direct Insurance Services (a trading style of Commercial Vehicle Direct Insurance Services Ltd) is authorised and regulated by the Financial Services Authority (firm reference number 302216) for the sale and administration of general insurance products in the United Kingdom and throughout the Members of the European Economic Area (EEA).

## WHAT MAKES UP THIS POLICY?

This Policy and the Certificate of Insurance or Confirmation of Coverage document must be read together as they form your insurance contract.

## MONETARY LIMITS

We can insure you up to the amount of the sum insured as specified on your Certificate of Insurance or Confirmation of Coverage document.

## WHO IS ELIGIBLE TO PURCHASE THIS POLICY?

Any person: -

1. Permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
2. Any person who have a current and valid UK/EU driving licence, or holds a full internationally recognised licence.

## COVER PROVIDED

1. Cover is provided for the Excess that you would have been responsible for following the successful settlement of any physical damage claim for your vehicle by Your Motor Vehicle Insurer in respect of claims arising as a result of accidental damage, fire, theft, or vandalism
2. The maximum amount payable under this policy, with the level of coverage (which is subject to the appropriate premium having been paid), is the amount you would have to pay, which is the first amount of any claim, shown in the schedule under own damage of your Motor Insurance Policy. Only when the excess of the current and valid motor insurance policy is exceeded will this Excess Protect Policy respond to its full value.
3. Coverage limits available
  - A) £300 in any one policy period
  - B) £500 in any one policy period
  - C) £1,000 in any one policy period
4. Please refer to the Certificate of Insurance or Confirmation of Coverage document for your annual aggregate coverage limit.

## GENERAL CONDITIONS APPLICABLE

You must comply with the following conditions to have the full protection of Your policy.

1. Cover is provided under the following Use Types;
  - A) Social Domestic & Pleasure
  - B) Personal Business Use By Policyholder
  - C) Personal Use by a Named Driver(s).
  - D) Personal Business Use by Policy Holder & Named Driver(s)
  - E) Business use by Policy Holder / Named Driver (excluding Commercial Travel)
  - F) Hire and reward including public or private hire
2. Approved Driving Instructors' are included.
3. The Excess Protect policy will continue to respond for the period of the insurance or until your chosen level of indemnity on this Excess Protect policy is exhausted; whichever comes first.
4. The insurance policies that you have must be current and valid insurance that is provided by an FSA regulated and compliant UK insurer
5. The Policyholder as stated on the Certificate of Insurance or Confirmation of Coverage document must match the lead name of the individual on the main policy that has responded and to which this policy will respond to the amount of the excess.

6. Only when the excess of the current and valid main insurance policy is exceeded and following the successful claim payment will this Policy respond to its full value. 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.
7. Motor Insurance - You must maintain at all times during the period of this Policy a Motor Insurance Policy issued by a UK registered and authorised Motor Insurer to You in respect of Your Motor.

#### WHAT IS NOT COVERED (EXCLUSIONS)

1. Any claim that your main motor insurance policy does not respond to or the excess is not exceeded.
2. Any claim on the main insurance policy which occurred prior to the attachment date of this Insurance as shown on your certificate of insurance
3. Any claim where the main Insurance Policy issued by an authorised UK Motor Insurer is on the basis of or includes Commercial Travel.
4. Any claim notified to Us more than 31 days following the settlement of your claim by your Motor Insurer.
5. 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.
6. Where a third party has waived or reimbursed You and made good which is the first amount of any claim, shown in the schedule under own damage of your Motor Insurance Policy.
7. Any liability You accept by agreement or contract, unless You would have been liable anyway
8. Any claim that is refused by Your Motor Insurer to whom you are claiming.
9. Any claim where the Motor vehicle is used for hire and reward by any person other than You.
10. Any excess claim arising from glass repair or replacement.

#### CLAIMS

##### Making a claim:

##### Claim via the internet

Should you wish to claim under your Vehicle Excess Protector Policy Insurance, you should go to;

[www.excess-protect.com/generic-motor/submit\\_claim.asp](http://www.excess-protect.com/generic-motor/submit_claim.asp)

You will be able to complete this claim form online.

Once you have received communication confirming your claim number from AXA Assistance you should send the following;

1. A copy of the acknowledgement letter received from AXA Assistance.
2. A copy of your Vehicle Excess Protector Certificate of Insurance or Confirmation of Coverage document.
3. You must provide a copy of your settlement letter from your Insurance Company, which must state the amount settled and the excess deducted.

Please post the copy of the original claim form that you completed on line with all the required supporting documentation to: -

AXA Assistance  
PO Box 54098  
London SW20 8UU

##### If you do not have access to the internet and would like to claim via post

Please call AXA Assistance on 0845 2712467 and notify your claim with them. At the time you call them they will complete the claim form with you over the phone. They will then send it by post to you for you to check that all details taken down over the phone by them (AXA Assistance) is correct together with an acknowledgement letter.

If you are happy with the completed claim form details please post a copy of the acknowledgement letter (which contains your claim reference number) with the following supporting documentation;

1. A copy of your Vehicle Excess Protector Certificate of Insurance or Confirmation of Coverage document.
2. You must provide a copy of your settlement letter from your Insurance Company, which must state the amount settled and the excess deducted.

To AXA Assistance  
PO Box 54098  
London SW20 8UU

Should you need to call AXA Assistance please call 0845 271 2467 or email [lifestyle-excess@axa-assistance-claims.com](mailto:lifestyle-excess@axa-assistance-claims.com)

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

# Excess Protect Full Wording

Thank you for choosing Excess Protect Insurance. The information in this policy wording contains important information and we have made it as easy as possible to understand. Please take time to read through it and contact us if you need any further information.

Motor & Home Direct Insurance Services (a trading style of Commercial Vehicle Direct Insurance Services Ltd) is authorised and regulated by the Financial Services Authority (firm reference number 302216) for the sale and administration of general insurance products in the United Kingdom and throughout the Members of the European Economic Area (EEA).

## INSURER

Benefits under this policy are underwritten by Inter Partner Assistance, 10/11 Mary Street, Dublin 1, Ireland, an insurance company registered with IFSRA. Inter Partner Assistance is a member company of the Global AXA Group.

## WHAT MAKES UP THIS POLICY?

This policy and the Certificate of Insurance or Confirmation of Coverage document must be read together as they form your insurance contract.

## MONETARY LIMITS

We can insure you up to the amount of the sum insured as specified on your Certificate of Insurance or Confirmation of Coverage document.

## COOLING OFF PERIOD

Motor & Home Direct Insurance Services will refund in full your premium, if, within 14 days of purchasing this insurance you decide that it does not meet your needs providing that you have not reported or are intending to report a claim. Once the 14 days has expired you have no right to cancel this insurance.

## 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.

## WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other consequence to the loss: -

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
2. Or any act of terrorism.

For the purpose of this statement; any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Statement also excludes loss, damage, cost or expense of

whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above. If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this Statement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 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 in the first instance, your agent or the Issuing Agent with whom the policy was taken out, if you remain dissatisfied then you should address your enquiry/complaint to:

The Managing Director  
Motor & Home Direct Insurance Services  
Petitor House  
Nicholson Road  
Torquay TQ2 7TD

Please provide full details of your policy and in particular your policy number to help your enquiry to be dealt with speedily.

If You are still unhappy and if Your complaint is one of the few that cannot be resolved by this stage, please write to

The Quality Manager  
Inter Partner Assistance Irish Branch  
PO Box 57325  
London E1W 1XX

or email: [customer.support@AXA-travel-insurance.com](mailto:customer.support@AXA-travel-insurance.com).

Beyond Inter Partner Assistance:

If We have given You Our final response and You are still dissatisfied You may refer Your case to the Financial Ombudsman Service (Ombudsman): -

The Financial Ombudsman's Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Or if the complaint is directly in relation to the Insurer: -

Irish Financial Services Ombudsman  
3rd Floor, Lincoln House  
Lincoln Place  
Dublin 2  
Ireland

## COMPENSATION SCHEME

Inter Partner Assistance Irish Branch, 10/11 Mary Street, Dublin 1, Ireland, which is a branch of Inter Partner Assistance S.A., Avenue Louise 166 bte 1, 1050 Brussels, a Belgian company authorised by the Banking, Finance and Insurance Commission of Belgium under registration number 0487 and regulated by the Financial Services Authority for the conduct of UK business. All are members of the Global Axa Group.

In addition 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.fscs.org.uk](http://www.fscs.org.uk).

## WHO IS ELIGIBLE TO PURCHASE THIS POLICY?

Any person: -

1. Permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
2. Any person who have a current and valid UK/EU driving licence, or holds a full internationally recognised licence.

## COVER PROVIDED

1. Cover is provided for the Excess that you would have been responsible for following the successful settlement of any physical damage claim for your vehicle by Your Motor Vehicle Insurer in respect of claims arising as a result of accidental damage, fire, theft, or vandalism
2. The maximum amount payable under this policy, with the level of coverage (which is subject to the appropriate premium having been paid), is the amount you would have to pay, which is the first amount of any claim, shown in the schedule under own damage of your Motor Insurance Policy. Only when the excess of the current and valid motor insurance policy is exceeded will this Excess Protect policy respond to its full value.
3. Coverage limits available
  - A) £300 in any one policy period
  - B) £500 in any one policy period
  - C) £1,000 in any one policy period
4. Please refer to the Certificate of Insurance or Confirmation of Coverage document for your annual aggregate coverage limit.

## DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy.

1. **You/Your/Insured Person** - means the person whose name appears at the top of Your Certificate of Insurance or Confirmation of Coverage document.
2. **We/Us/Our** - means Inter Partner Assistance, 10/11 Mary Street, Dublin 1, Ireland, an insurance company registered with IFSRA. Inter Partner Assistance is a member company of the Global Axia Group.
3. **Excess** - means the amount You must pay under the terms of Your Motor Insurance Policy.
4. **Period of Insurance** - means the period for which We have accepted the premium as stated in your Policy Document.
5. **Motor Insurance Policy** – means the Insurance Policy issued by an authorised UK Motor Insurer to you in respect of your Motor vehicle.
6. **Event** - means each claim occurrence during the Period of Insurance.
7. **Motor Insurer** – means an authorised UK Motor Insurer.
8. **Named Driver(s)** – means Drivers in addition to You who are permitted to drive under the terms of your Motor Insurance Policy.
9. **Certificate of Insurance or Confirmation of Coverage** - this forms part of this Policy Document and contains the name of the Policy Holder and gives details of the cover provided by this Policy.
10. **Waived or Reimbursed** - means where a third party has already made good which is the first amount of any claim, shown in the schedule under own damage of your Motor Insurance Policy.

11. **Motor** - a vehicle (not being an invalid carriage) which is constructed for the carriage of passengers and their effects (including motor-homes and minibuses) and is adapted to carry not more than sixteen passengers and does not exceed 3.5 tonnes, of which You are the owner or which You are authorised to drive.
12. **Motorcycle** - means or means a motorcycle (also called a motor bicycle or motorbike) which is constructed with two-wheeled and powered by an engine of which You are the owner or which You are authorised to drive.
13. **Annual Aggregate Limit** - means the policy will continue to respond for the period of the cover or until your chosen level of indemnity on the reimbursement is exhausted; which ever 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 Motor insurance policy for the remainder of this period of insurance.
14. **Driving Instructor** - means Approved Driving Instructor (ADI) with the Driving Standards Agency.
15. **Commercial Travel** - means commercial use by sales representatives.

## GENERAL CONDITIONS APPLICABLE

You must comply with the following conditions to have the full protection of Your policy.

1. Cover is provided under the following "Use Types";
  - A) Social Domestic & Pleasure
  - B) Personal Business Use By Policyholder
  - C) Personal Use by a Named Driver(s).
  - D) Personal Business Use by Policy Holder & Named Driver(s)
  - E) Business use by Policy Holder / Named Driver (excluding Commercial Travel)
  - F) Hire and reward including public or private hire
2. Approved Driving Instructors' are included.
3. The Excess Protect policy will continue to respond for the period of the insurance or until your chosen level of indemnity on this Excess Protect policy is exhausted; whichever comes first.
4. The insurance policies that you have must be current and valid insurance that is provided by an FSA regulated and compliant UK insurer
5. The Policyholder as stated on the Certificate of Insurance or Confirmation of Coverage document must match the lead name of the individual on the main policy that has responded and to which this policy will respond to the amount of the excess.
6. Only when the excess of the current and valid main insurance policy is exceeded and follow the successful claim payment will this Policy respond to its full value.
7. 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.

- Motor Insurance - You must maintain at all times during the period of this Policy a Motor Insurance Policy issued by a UK registered and authorised Motor Insurer to You in respect of Your Motor.

#### WHAT IS NOT COVERED (EXCLUSIONS)

- Any claim that your main motor insurance policy does not respond to or the excess is not exceeded.
- Any claim on the main insurance policy which occurred prior to the attachment date of this Insurance as shown on your certificate of insurance or Confirmation of Coverage document.
- Any claim where the main Insurance Policy issued by an authorised UK Motor Insurer is on the basis of or includes Commercial Travel.
- Any claim notified to Us more than 31 days following the settlement of your claim by your main policy Insurer.
- 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.
- Where a third party has waived or reimbursed You and made good which is the first amount of any claim, shown in the schedule under own damage of your Motor Insurance Policy.
- Any liability You accept by agreement or contract, unless You would have been liable anyway
- Any claim that is refused by Your main policy Insurers to whom you are claiming.
- Any claim where the Motor vehicle is used for hire and reward by any person other than You.
- Any excess claim arising from glass repair or replacement.

#### CONDITIONS APPLICABLE

- 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.
- 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 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 and the terms of the Excess Protect Insurance Policy, as far as they apply.
- 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.

#### CLAIMS

##### Making a claim:

##### Claim via the internet

Should you wish to claim under your Vehicle Excess Protector Policy Insurance, you should go to;

[www.excess-protect.com/generic-motor/submit\\_claim.asp](http://www.excess-protect.com/generic-motor/submit_claim.asp)

You will be able to complete this claim form on line.

Once you have received communication confirming your claim number from AXA Assistance you should send the following;

- A copy of the acknowledgement letter received from AXA Assistance.
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To

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London SW20 8UU

Should you need to call AXA Assistance please call 0845 271 2467

or email [lifestyle-excess@axa-assistance-claims.com](mailto:lifestyle-excess@axa-assistance-claims.com)

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

**Insurance for Everyone** - Part of the Brightside Group plc family

 a Brightside group company  
[www.brightsidegroup.co.uk](http://www.brightsidegroup.co.uk)

