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MOTOR EXCESS PROTECTION

This is your Policy Wording Schedule

Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **us** know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care not to make a misrepresentation that may be relied upon when deciding whether or not to offer **you** insurance. **You** must take care to supply accurate and complete answers to all questions asked by **your** insurance broker and to make sure that all information supplied is true and correct. **You** must also inform **your** insurance broker of any changes to the answers **you** have given as soon as possible. Failure to do this could affect the validity of **your** policy and mean that it may not operate fully in the event of a claim. If **you** have any queries relating to what information needs to be disclosed, please contact **your** insurance broker.

This policy must be read together with **your** current schedule, key facts document and any endorsements or certificates. These items together form **your** contract of insurance.

How to make a claim

In the event of an claim, please contact us as soon as possible on 0333 241 9573

In the event of a **claim**, please contact **us** as soon as reasonably possible (and in any case no later than 30 days after the date **you** have paid the **excess** under **your motor insurance policy**) giving **us** as much information as **you** can about what has happened to bring about the claim. Please try to include the names and addresses of anyone else involved and any information provided by the police, if relevant.

Telephone: 0333 241 9573

Email: claims@motorplus.co.uk

Or **you** can write to **us** at:

Motorplus Claims
Kircam House,
5 Whiffler Road,
Norwich
NR3 2AL

In order for **us** to help **you** more efficiently, please quote 'Motor Excess Protect' in all communications. The **claims** line is open 24 hours a day, 365 days a year to assist **you**.

Any **claim** involving theft or attempted theft, malicious damage and/or vandalism must be reported to the police and a valid crime reference obtained.

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Use of language

Unless agreed otherwise, for the purposes of this insurance contract the language used will be English.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

General definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

Claim(s)	An incident covered under your motor insurance policy arising as a result of: <ul style="list-style-type: none"> • fire, theft or attempted theft, flood or vandalism or an accident that was your fault or partially your fault; or • where you have been unable to recover your excess from a liable third party within a six month period of the date of the claim.
Excess	The amount you must pay in the event of a claim under the terms of your motor insurance policy , or the sum that is deducted from your settlement in the event of a total loss claim.
Insurer	UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE on.
Motor Insurance Policy	The insurance policy solely covering your motor vehicle , excluding any multi-vehicle or fleet policies.
Motor Vehicle	The motor vehicle owned and insured by you which is detailed in the motor insurance policy .

Period of insurance

The period of 12 calendar months beginning with the date of inception of this Motor **Excess** Policy. All cover under this policy will automatically cease if there is no **motor insurance policy** in force covering **your motor vehicle**.

Territorial limits

United Kingdom, Channel Islands and the Isle of Man, including transit by sea, rail or air directly between two of these places.

Terrorism

Any direct or indirect consequence of **terrorism** as defined by the **Terrorism Act 2000** and any amending or substituting legislation.

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 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:

- i) involves violence against one or more persons; or
- ii) involves damage to property; or
- iii) endangers life other than that of the person committing the action; or
- iv) creates a risk to health or safety of the public or a section of the public; or
- v) 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**.

You / Your

The named holder of this policy, who lives in the **territorial limits**, together with any other person who is entitled to drive or ride the **motor vehicle** under the **motor insurance policy**.

We / Our / Us

Motorplus Ltd, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL

Cover

Upon payment of the premium, the **insurer** will pay **you**:

- a) the value of **your excess**; or
 - b) the sum of £1000
- (whichever is the lower amount)

in relation to each settled **claim** under **your motor insurance policy** which occurs within the **territorial limits** during the **period of insurance**. The cover provided under this policy will continue during the **period of insurance** until the maximum total sum of £1000 has been paid to **you**.

General conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

1. Vehicle Security

You must at all times take all reasonable steps to keep **your vehicle** safe, secure and protected from damage during the **period of insurance**.

2. Claims

a) **You** must keep **us** fully informed at all times of all matters relating to the **claim** and report all **claims** to **us** as reasonably possible, and in any case no later than 30 days after the date **you** have paid the **excess** under your **motor insurance policy**.

b) **You** must respond to **us** promptly in all matters relating to a **claim**;

c) All **claims** involving theft or attempted theft, malicious damage and/or vandalism to **your motor vehicle** must be reported to the police and a valid crime reference obtained;

d) **We** reserve the right to:

- i) take over any claim or civil proceedings at any time and conduct them in **your** name;
- ii) negotiate or settle any claim on **your** behalf;
- iii) contact you directly at any point concerning **your** claim.

e) If as a result of any **claim** against a third party **your excess** is recovered from that party or their insurers, **you** must refund to **us** any monies we have previously paid to **you** in respect of **your excess**.

3. Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is later, this is called the 'cooling off period'. On the condition that no **claims** have been made or are pending, **we** will then refund **your** premium in full.

You may cancel this insurance policy at any time after this 14 day period, however no return of premium will be available.

The **insurer** will not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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 for the **insurer** to cancel this insurance policy include but are not limited to:

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

If the **insurer** cancel the policy, **you** will be entitled to a return of premium on a pro-rata basis.

4. **Arbitration Clause**

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 9. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

5. **Fraudulent Claims**

If **you** make a request for payment under this policy knowing it to be false, fraudulent or otherwise exaggerated in any respect, or **you** ought reasonably in the circumstances to know it to be fraudulent or false, this policy will become void. The **insurer** will give **you** notice of termination, and following this termination no return of premium will be made. If a claim is tainted by fraud, **you** will forfeit the entire claim and will not be able to recover the part of the claim that genuinely would have been payable. Previous valid claims arising prior to the fraudulent act will be unaffected.

6. **Statutory Regulations**

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

7. **Severability Clause**

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

8. **Acts of Parliament**

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

General exclusions

The following exclusions apply to all sections of this insurance contract:

1. Any **claim** that arises as a result of a deliberate action by **you** or anybody associated with **you**;
2. Any **claim** involving theft or attempted theft, malicious damage and/or vandalism to **your motor vehicle** which has not been reported to the police and a valid crime reference obtained.
3. Any **claims** exceeding the aggregate limit of £1000 in any one **period of insurance**;
4. The **insurer** will not pay **claims** following **your** use of alcohol or illegal drugs;
5. Any **claims** that occur whilst **your motor vehicle** is being used and/or driven for the purposes of racing, pacemaking or trials;
6. Any **excess** payable under **your motor insurance policy** other than for **claims** as defined in this policy;
7. The **insurer** will not pay any **excess** solely in respect of any windscreen or glass damage **claims**;
8. The **insurer** will not pay any **excess** payable on warranty policies;
9. The **insurer** will not pay any **excess** in respect of theft or attempted theft of personal effects;
10. Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
11. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
12. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at the address and telephone number noted above, but marked for the attention of the Quality Assurance Manager. It will assist **us** in handling **your** complaint quickly if **you** can please have **your claims** reference available when **you** contact **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 0234567

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

Website: www.financial-ombudsman.org.uk

Our regulator and insurer

This insurance is arranged by Motorplus Limited & underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Motorplus Limited is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting www.fca.org.uk/register, or by telephoning **0800 111 6768**.

Data protection

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. If **you** apply for **our** products or services it is highly likely that **we** will need both personal and sensitive data (as defined in the Data Protection Act 1998) about **you** and anyone else who is covered by the application form in order to administer the policy and any **claims** which may arise. **You** should show this notice to any other person covered under **your** policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

Protection of your personal data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of yourself or other individuals in connection with **our** products or services will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services including claim handling. This may involve the collection and processing of sensitive data and if **you** complete an application form for our products or services you will be giving your consent to such information being processed by us or our agents. Your personal and sensitive data may also be shared with the underwriter of our insurance products, and this may mean that the underwriter needs to provide information, in confidence, to companies acting on their instructions, including companies located outside the European Economic Area.

Inaccurate data

If **you** believe that **we** are holding inaccurate information about **you**, please contact **your** insurance broker if it is to do with this policy document. If any information that **we** hold about **you** in **our** file is incorrect, please contact **our claims** team by any method shown on page 2.

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

You can request a copy of certain personal records that **we** hold about **you** by writing to us at Quality Assurance Team, Motorplus, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made for supplying a copy of these records. This information will be supplied within 40 calendar days upon request.

Renewal procedure

The term of **your** Motor Excess policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact your insurance broker who will be able to discuss **your** requirements. If any of **your** circumstances change during **your period of insurance** that could affect any term contained within this policy, **you** must notify **your** insurance broker as soon as **you** can as failure to do so may invalidate **your** insurance or lead **us** to decline a claim.

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this policy.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not named under this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your agreement with others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Reinsurance (UK) SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.