

Excess Protection (Commercial Motor) Insurance Policy

Eligibility Statement

Before you purchase this policy and during the period of insurance you will need to meet **each** of the following eligibility statements:

- You have agreed to purchase Excess Insurance for your vehicle as you would like your excess reimbursed following a claim under your motor insurance policy.
- The insured person under this policy matches the name of the individual stated on the motor insurance policy.

If you cannot agree to **each** of the above statements throughout the period of insurance please contact your agent immediately.

Scheme Reference - AWP/KGM/MEP/26/07/19/CV

Introduction

Thank you for choosing Excess Protection 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.

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 **Policy Schedule** for details of the selling broker.

Marketing Intermediary

Strategic Insurance Services Limited (FCA number **307133**), 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.

Insurer

This policy is underwritten by AWP P&C SA. Their details can be checked on the Financial Services Register at <https://register.fca.org.uk>

Claims are administered and managed by Strategic Insurance Services Limited (SISL) authorised and regulated by the Financial Conduct Authority (FCA). FCA firm reference number is 307133. Registered Office: 35 Ballards Lane, London, N3 United Kingdom. Postal Address: PO Box 70931, London, SW20 2EE

What Makes up this Policy

This policy wording and the **Policy Schedule** must be read together as they form **Your** insurance contract.

Insuring Clause

In consideration of payment of the premium, **We** 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 **We** agree to accept a renewal premium.

Cooling off Period

KGM Underwriting Services 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 cancel then please contact the selling broker from whom **You** purchased this policy.

Jurisdiction and Law

This insurance policy will be governed by the laws of England and Wales, whose courts alone shall have jurisdiction in any dispute arising from this 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** and is £1000.

“**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 **Your Motor Vehicle** for social, domestic, pleasure, commuting and business use by the **Policyholder** and/or a **Named Driver(s)** issued by a **Motor Insurer**.

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

“**Motor Vehicle**” means a

- A. 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.
- B. COMMERCIAL VEHICLE not exceeding an unloaded weight of 3.5 metric tonnes being used for transporting goods.

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 Policy Schedule**.

“**Policy Schedule**” is the combination of the insurance policy schedule, IPID and welcome letter issued by KGM Underwriting Services Ltd which contains the name of the **Policyholder**, gives details of the cover provided by this policy including the **Motor Vehicle** against which cover applies, your policy start date and additional information in support of your application for cover under this policy which forms part of the excess protection 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 AWP P&C SA and/or Strategic Insurance Services Ltd.

“**You/Your/Insured Person/Policyholder**” means the person or company whose name appears on **Your Policy Schedule**.

Cover Provided

1. Cover is provided for the **Excess** that **You** are responsible for following the successful settlement of any loss, destruction or damage claim 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 ClaimEz 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; it is **Your** responsibility to recover **Your Excess** from the third party. If **Your Excess** is not recovered from the third party within 6 months from the date of **Incident**, **We** will reimburse any **Excess** payment for which **You** have been made liable up to the **Annual Aggregate Limit** insured under this policy, subject to receipt of reasonable proof that all best efforts have been made to recover **Your Excess**. If, after **We** have reimbursed **Your Excess** payment, **You** manage to recover the **Excess** from the third party then this **Excess** amount must be made payable to **Us**.

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 Policy Schedule**. 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 cover or the **Excess** thereunder is not exceeded.
- 2 Any claim that is refused under **Your Motor Insurance Policy**.
- 3 Any claim other than one relating to **Your Motor Vehicle** as shown on **Your Policy Schedule**.
- 4 Any claim where the **Motor Vehicle** is being used
 - a. for any purpose in connection with the motor trade
 - b. 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 Policy Schedule** 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 resulting from war and/or terrorism.
- 13 Where **Your Motor Vehicle** is used for haulage, hire and reward (including courier work) or carriage of own goods for hire and reward.
- 14 Electric vehicles.
- 15 Any claim resulting from:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel;
 - or
 - radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

Conditions Applicable

- 1 **Your** Excess Protection Insurance will continue in force for the **Period of Insurance** or until **Your Annual Aggregate Limit** is exhausted; whichever comes first.
- 2 **Your Motor Insurance Policy** must be 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** are covered by any other insurance for the **Excess** payable following the **Incident**, which results 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.
- 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** must have a current full and valid UK driving 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 **20414**.

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

Visit **Our** claims website: www.claimEZ.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 0344 576 1681 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 and scheme code 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.

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:

Snnug Insurance, Shurdington Road, Cheltenham Spa, Gloucestershire, GL51 4UE
customerservices@snnug.co.uk

For claim complaints:

The Customer Care Manager, ClaimEz (SIS), PO Box 70931, London, SW20 2EE.
claim@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.

If **Your** complaint is not resolved **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (Ombudsman): -

The Financial Ombudsman's Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.
0800 023 4567
Complaint.info@financial-ombudsman.org.uk

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

Compensation Scheme

For **Your** added protection, **We** are covered by the FSCS. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim.

Insurance cover provides protection for 90% of the claim, with no upper limit. Further information about the compensation scheme arrangements is available from the FSCS, telephone number 0800 678 1100 or 020 7741 4100, or by visiting their website at www.fscs.org.uk.

Data Protection

We care about **your** personal data.

This summary and **our** full privacy notice explain how AWP P&C SA protects **your** privacy and uses **your** personal data.

Our full Privacy Notice is here <https://www.allianz-assistance.co.uk/privacy-notice/>

If a printed version is required, please write to **us** at Allianz Assistance, 102 George Street, Croydon, Surrey CR9 6HD
FAO: Legal and Compliance Department.

How will we obtain and use your personal data?

We will collect **your** personal data from a variety of sources including:

- Data that **you** provide to **us**; and
- Data that may be provided about **you** from certain third parties such as vehicle recovery operators in the event of a vehicle breakdown.

We will collect and process **your** personal data in order to comply with **our** contractual obligations and/or for the purposes of **our** legitimate interests including:

- Entering into or administering contracts with **you**;
- Informing **you** of products and services which may be of interest to **you**.

Who will have access to your personal data?

We may share **your** personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on **our** behalf;
- Organisations who we deal with which provide part of the service to **you** such as **your** car hire company;
- To meet **our** legal obligations including providing information to the relevant ombudsman if **you** make a complaint about the product or service **we** have provided to **you**

We will not share information about **you** with third parties for marketing purposes unless **you** have specifically given **us your** consent to do so.

How long do we keep your personal data?

We will retain **your** personal data for a maximum of seven years from the date the insurance relationship ends. If **we** are able to do so we will delete or anonymise certain areas of **your** personal data as soon as that information is no longer required for the purposes for which it was obtained.

Where will my personal data be processed?

Your personal data may be processed both inside and outside the European Economic Area (EEA).

Whenever **we** transfer **your** personal data outside the EEA to other Allianz Group companies, **we** will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, **we** take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

What are your rights in respect of your personal data?

You have certain rights in respect of **your** personal data. **You** can:

- Request access to it and learn more about how it is processed and shared;
- Request that **we** restrict any processing concerning **you**, or withdraw **your** consent where **you** previously provided this;
- Request that **we** stop processing it, including for direct marketing purposes;
- Request that **we** update it or delete it from **our** records;
- Request that **we** provide it to **you** or a new insurer; and
- To file a complaint.

Automated decision making, including profiling

We carry out automated decision making and/or profiling when necessary.

How can you contact us?

If **you** would like a copy of the information that **we** hold about **you** or if **you** have any queries about how **we** use **your** personal data, **you** can contact **us** as follows:

By post: Data Protection Officer, AWP Assistance UK Ltd, 102 George Street, Croydon, Surrey CR9 6HD

By telephone: 0208 603 9853

By email: AzPUKDP@allianz.com

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 **Policy Schedule**. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.