

insure4excess

Motor Excess Reimbursement Insurance Policy Wording



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Thank you for choosing insure4excess

Choosing the right insurance provider is an important part of **You** getting peace of mind; **You** want **Your** insurance provider to be there when **You** need them.

At insure4excess, **We** are specialists in providing the right protection for **Our** customers, and are there when the unexpected happens. **We** have been providing this cover to **Our** customers for over 10 years and **You** can be confident that in choosing this **Policy You** will have the cover **You** need.

This **Policy** document gives **You** the details of **Your** cover and should be read along with **Your Certificate** and any special terms or conditions as one single contract. Please keep this in a safe place as this will assist **You** if **You** need to contact **Us**.

If **You** have any questions about **Your Policy** or would like to discuss any insurance needs, please feel free to contact **Us** on **01242 538 413**.

Once again thank **You** for choosing insure4excess.

How to use Your Policy

This is **Your Policy** containing details of the cover **You** have purchased. **We** have made every effort to make the **Policy** details as clear as possible. Please read **Your Policy** carefully and if **You** have any queries please feel free to contact **Us** on **+44 (0) 1242 538 413** and **We** will be pleased to help **You**.

What to look out for

The **Policy** is divided into a number of parts which also include Conditions and Exclusions. These are outlined on pages 15 – 17 of this **Policy** and are intended to apply to the **Policy** as a whole.

In addition, some key words, expressions or phrases that have the same meaning whenever they appear in this **Policy** will be shown in **Bold** throughout and are referred to as **Definitions**. Full details are provided on page 6 of the **Policy**.

Policy Limitations

Your cover is subject to certain exclusions and conditions and these will apply to the **Policy** as a whole. **Your Certificate** will provide **You** with a summary of how much **You** are insured for.

Information relevant to this Policy

Your Policy provides cover for the **Period of Insurance** shown in **Your Certificate**. This **Policy** is an agreement between **You** and the parties providing the cover under the **Policy** but is only valid if **You** pay the premiums.

Please take the time to read **Your Policy** documentation carefully. If any of the information on which this insurance is based is incorrect, or changes or if **You** have any questions or there is anything that **You** do not understand, please contact insure4excess on **01242 538 413**.

Your Policy has been arranged by insure4excess on behalf of the **Insurer**, American International Group UK Limited.

insure4excess is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB, this can be checked on the Financial Services Register by visiting the FCA's website fca.org.uk

The **Insurer's** registered office is The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. Registered in England No. 10737370. The **Insurer** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 781109, this can be checked on the Financial Services Register by visiting the FCA's website fca.org.uk

Cooling off period and Your right to cancel Your Policy

If the **Policyholder**, decides that they wish to cancel this insurance, they should simply contact insure4excess on **01242 538 413**, or write to insure4excess, Embankment West Tower, 101 Cathedral Approach, Salford M3 7FB, United Kingdom. If the **Policyholder** cancels within 14 days of receiving the documents, they will receive a full refund of premium, as long as they have not made a claim and do not intend to make a claim.

The **Policyholder** can cancel at any time after the 14 day cooling off period and they will receive a pro rata refund of any premium less any customer service charge for the remaining **Period of Insurance** providing they have not made and do not intend to make a claim.

If **You** purchased this **Policy** through a broker, **You**, can also cancel the **Policy** by contacting **Your** broker.

Our right to cancel Your Policy

We may cancel **Your Policy** at any time by giving **You** 30 days' written notice to **Your** last known email address (or mailing address if **You** do not have an email address) provided by **You**. **We** will allow a proportionate refund of any premiums paid for the remaining **Period of Insurance**, as long as there have been no claims in the current **Period of Insurance**.

Definitions that apply to this Policy

The following words, expressions or phrases listed below apply to each and every part of the **Policy** and will have the same meaning wherever they appear in this **Policy** in **Bold**.

Certificate means the document **You** receive from **Us** once **You** have paid **Your** premium and gives details of the **Period of Insurance**, **Your** cover and the **Policy** number.

Commercial Vehicle means any vehicle used for business use including vehicles comprising more than eight seats in addition to the driver's seat, vehicles having a maximum mass exceeding 5 tonnes, vehicles designed and constructed for the carriage of goods and all trailers, ambulances, caravans, tractors, combine harvesters and agricultural vehicles.

Courtesy Car means a vehicle that is loaned to **You** while **Your** own vehicle is being repaired or serviced.

Data Protection Legislation means all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of Personal Information, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the European General Data Protection Regulation or GDPR, namely Regulation (EU) 2016/679.

Excess means the amount **You** have to pay in the event of a claim being made under **Your Motor Insurance Policy**.

Insurer means American International Group UK Limited for **Your** Motor Excess Reimbursement insurance.

Maximum Reimbursement Limit means the most **We** will pay in any one annual **Period of Insurance**, as shown in **Your Certificate**.

Motor Insurance Policy means an insurance policy purchased by **You** for **Your** own private motor vehicle, covering only Social, Commuting or Class One Business use (using **Your** vehicle to drive to work and to other work sites). This policy will not cover **Commercial Vehicles** or invalid carriages.

Period of Insurance the period shown in **Your Certificate** for which **We** have agreed to cover **You** and for which **You** have paid the premium.

Policy means the combination of the **Policy** wording and **Certificate** showing all of the parts of the cover that **You** have chosen to purchase.

Policyholder means the person who has paid for this **Policy** and is shown on the **Certificate**.

Policy Limit means the maximum **We** will pay in any one **Period of Insurance** regardless of the number of claims **You** make.

Start Date of Cover means the date that **Your** Motor Excess Reimbursement **Policy** starts as shown in **Your Certificate**.

"We/Us/Our" means insure4excess who is a trading name of Atlanta Insurance Intermediaries Limited, and American International Group UK Limited as the **Insurer** for **Your** Excess Reimbursement Insurance.

You/Your the person who is named as the **Policyholder** in the **Certificate** and named as the **Policyholder** in the **Motor Insurance Policy**.

Important Information

Fair Processing Notice

The privacy and security of **Your** information is important to **Us**. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. **We** will update this notice as required and at least annually (every December). Therefore, **We** suggest **You** revisit this notice every December to keep yourself informed.

The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. **You** can find out more about the ICO here: ico.org.uk

Who are We?

Atlanta Insurance Intermediaries Limited is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

You can contact **Us** for general data protection queries in writing to The Data Protection Officer, care of the office of the Chief Information Officer, Atlanta Insurance Intermediaries Limited, Embankment West Tower, 101 Cathedral Approach, Salford M3 7FB, United Kingdom. Please advise **Us** of as much detail as possible to comply with **Your** request.

What information do We collect?

To enable **Us** to provide **You** with the right product or service to meet **Your** needs (or to handle a claim) **We** will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code).

We may need to request and collect sensitive personal information such as details of convictions or medical history for **Us** to provide **You** with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek **Your** explicit consent to process this information as it is required by **Us** to provide the product or service **You** have requested and is legitimised by its criticality to the service provision. If **You** object to use of this information, then **We** will be unable to offer **You** that product or service.

How do We use Your personal information?

We will use **Your** personal information to:

- Assess and provide the products or services that **You** have requested
- Communicate with **You**
- Develop new products and services
- Undertake statistical analysis.

We may also take the opportunity to:

- Contact **You** about products that are closely related to those **You** already hold with **Us**
- Provide additional assistance or tips about these products or services
- Notify **You** of important functionality changes to **Our** websites.

Only where **You** have provided **Us** with consent to do so, **We** may also from time to time use **Your** information to provide **You** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time **We** will need to call **You** for a variety of reasons relating to **Your** products or service (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract). **We** are fully committed to Ofcom regulations and have strict processes to ensure **We** comply with them.

To ensure the confidentiality and security of the information **We** hold, **We** may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing Your personal information

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that **You** provide to **Us**, including information provided via forms **You** may complete on **Our** websites, and information which **We** may collect from **Your** browsing (such as clicks and page views on **Our** websites).

Any new information **You** provide **Us** may be used to update an existing record **We** hold for **You**.

When do We share Your information?

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of **Our** products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau. **We** will never make a search that leaves a record on **Your** credit history without informing **You** first.

We may use firms involved in financial management regarding payment.

We may also share **Your** data with other companies who carry out market research on **Our** behalf and who may contact **You** for the purpose of obtaining feedback on the products and services **We** offer. **We** will only share **Your** information for any direct marketing of additional services and products within The Ardonagh Group of companies where **We** have **Your** consent to do so.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area (“EEA”). It may also be processed by staff operating outside of the EEA who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.

If **We** provide information to a third party, **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer’s Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

How long do We keep Your information for?

We will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **us** has ended.

Your rights

There are a number of rights that **You** have under data protection law. Commonly exercised rights are:

- Access – **You** may reasonably request a copy of the information **We** hold about **You**.
- Erasure – Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to have **Your** data deleted (sometimes known as the right to be forgotten).
- **We** may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision if **You** are unhappy with it.
- Marketing – If **You** wish to inform **Us** of changes in consent for marketing please contact **Us** at the address or telephone number indicated in any recent correspondence or emails **You** have received from **Us**.

If **You** are unhappy about the way **We** have handled **Your** data or upheld **Your** rights, **You** can complain to the Information Commissioner’s Office (ICO) at any time.

Further details of **Your** rights can be obtained by visiting the ICO website at ico.org.uk/your-data-matters

Data Protection

How We use Personal Information

American International Group UK Limited and insure4excess are committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to **You** or other individuals (e.g. **Your** partner or other members of **Your** family). If **You** provide Personal Information about another individual, **You** must (unless **We** agree otherwise) inform the individual about the content of this notice and **Our** Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with **Us**.

The types of Personal Information We may collect and why

Depending on **Our** relationship with **You**, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with **Your** consent where required by applicable law) as well as other Personal Information provided by **You** or that **We** obtain in connection with **Our** relationship with **You**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of **Our** business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside **Your** country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis.

To opt-out of marketing communications **You** can contact **Us** by writing to: Information Security Officer, Embankment West Tower, 101 Cathedral Approach, Salford M3 7FB, United Kingdom. If **You** opt-out **We** may still send **You** other important communications, e.g. communications relating to administration of **Your** insurance policy or claim.

Sharing of Personal Information

For the above purposes Personal Information may be shared with **Our** group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** are required to register all third party claims for compensation relating to bodily injury to workers’ compensation boards. **We** may search these registers to prevent, detect and investigate fraud or to validate **Your** claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **Our** company or transfer of business assets.

International transfer

Due to the global nature of **Our** business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in **Your** country of residence). When making these transfers, **We** will take steps to ensure that **Your** Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in **Our** Privacy Policy (see below).

Security of Personal Information

Appropriate technical and physical security measures are used to keep **Your** Personal Information safe and secure. When **We** provide Personal Information to a third party (including **Our** service providers) or engage a third party to collect Personal Information on **Our** behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights

You have a number of rights under data protection law in connection with **Our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend **Our** use of data. These rights may also include a right to transfer **Your** data to another organisation, a right to object to **Our** use of **Your** Personal Information, a right to request that certain automated decisions **We** make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **Your** rights and how **You** may exercise them is set out in full in **Our** Privacy Policy (see below).

Privacy Policy

More details about **Our** use of Personal Information can be found in **Our** full Privacy Policy at www.swinton.co.uk/privacy-policy and www.aig.co.uk/privacy-policy or **You** may request a copy by writing to: Information Security Officer, Atlanta Insurance Intermediaries Limited, Embankment West Tower, 101 Cathedral Approach, Salford M3 7FB, United Kingdom, and/or Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB, or by email at: dataprotectionofficer.uk@aig.com

Sanctions

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

We will not provide any benefit under this contract of insurance for residents of or incidents occurring in Cuba, Iran, North Korea, Region of Crimea and Syria.

Contacting Us – Quick Reference

We are here to help whenever **You** need **Us**. If **You** have any questions about **Your Policy** or would like to discuss any other insurance needs, or need advice please contact **Us** on **01242 538 413** or email **info@insure4excess.com**

How to make a complaint

Full details of the Complaints Procedure can be found on pages 12 and 13 of this **Policy**. We hope that **You** are fully satisfied with **Our** service but if for any reason **You** are not, please contact **Us** on **01242 538 413**.

Making a Claim

Firstly, check **Your Policy** and **Certificate** to make sure **You** have the appropriate cover. To report an incident or claim, please use the following contact details:

Step 1

To report a claim please call **01242 538 413** or contact **Us** at **claims@insure4excess.com**

Step 2

We will require:
Your name, address and contact information, along with details of the claim on **Your Motor Insurance Policy You** have made. Refer to page 19 for full details

Step 3

We will then provide **You** with a claim reference and keep in regular contact until **Your** claim has been finalised

Our Commitment to You

Complaints about a sale

We will do everything possible to ensure that **You** receive at all times excellent service and be there when **You** need **Us**. **We** hope that **You** do not have cause to complain, however if **You** at any time, are dissatisfied with the service **You** have received from **Us** and wish to make a complaint **You** can by:

Calling

We can resolve many issues straight away therefore in the first instance, please contact **Us** on **01242 538 413**.

Writing

The Managing Director, insure4excess, Embankment West Tower, 101 Cathedral Approach, Salford M3 7FB, United Kingdom.

Alternatively, **You** may wish to email **Us** at info@insure4excess.com

Complaints about a claim or policy coverage

Write: **AIG Customer Relations Team, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG**
Call: **0800 012 1301**
Email: uk.customer.relations@aig.com
Online: www.aig.co.uk/your-feedback

Lines are open Monday to Friday 9.15am – 5pm, excluding bank holidays. The Customer Relations Team free call number may not be available from outside the UK – so please call **Us** from abroad on **+44 20 8649 6666**. Calls may be recorded for quality, training and monitoring purposes.

We operate a comprehensive complaint process and will do **Our** best to resolve any issue **You** may have as quickly as possible. On occasions however, **We** may require up to 8 weeks to provide **You** with a resolution. **We** will send **You** information outlining this process whilst keeping **You** informed of **Our** progress.

If **We** are unable to resolve **Your** concerns within 8 weeks, **You** may be entitled to refer the complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this when **We** provide **Our** final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if **You** have not provided **Us** with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:

Write: **The Financial Ombudsman Service, Exchange Tower, London E14 9SR**
Call: **0800 023 4567** or **0300 123 9 123**
Email: complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

Following this complaint procedure does not affect **Your** rights to take legal action.

If **You** wish to complain about an insurance policy purchased online **You** may be able to use the European Commission's Online Dispute Resolution platform, which can be found at ec.europa.eu/consumers/odr

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or call (freephone) on **0800 678 1100** or **020 7741 4100**.

Your Policy Explained

What is Motor Excess Reimbursement Insurance?

Most private motor insurance policies apply a policy **Excess**, which is the amount **You** are responsible for paying towards any claim under the policy. Motor Excess Reimbursement Insurance is designed to repay **You** the amount of any policy **Excess You** have to pay when **You** make a successful claim under **Your** private **Motor Insurance Policy**.

To Qualify for Cover

1. **You** must be named as the **Policyholder** under the **Motor Insurance Policy**.
2. This insurance only applies if the **Excess** is under a **Motor Insurance Policy** for a private motor vehicle, insured for Social Domestic and Pleasure or Class One Business use. Please refer to the Definitions section on page 6 of this document.
3. **You** and all other insured drivers named on **Your Motor Insurance Policy** must be permanent residents of the United Kingdom or the Isle of Man and aged 18 or over.

Territorial Limits

You are covered only when **You** use **Your** motor vehicle in the United Kingdom, including the Channel Islands and the Isle of Man.

What is Covered

If **You** make a claim under **Your Motor Insurance Policy**, **We** will reimburse **You** the amount of any **Excess** that **You** had to pay up to the **Maximum Reimbursement Limit**.

Provided that:

- (a) the incident that gave rise to the claim under **Your Motor Insurance Policy** happened during the **Period of Insurance** of **Your** Motor Excess Reimbursement Insurance;
- (b) the claim under **Your Motor Insurance Policy** was successful and was for more than the amount of the **Excess**;
- (c) **You** can claim under Motor Excess Reimbursement more than once during the **Period of insurance** but in total **We** will only reimburse **You** up to the **Maximum Reimbursement Limit** shown in the **Certificate**;
- (d) the incident that gave rise to the claim under **Your Main Insurance Policy** happened after the first 30 days immediately following the **Start Date of Cover** of this Motor Excess Reimbursement **Policy**.

Please Note

We will not reimburse any **Excess You** pay under **Your Motor Insurance Policy** if the claim under that policy was only for glass repair or replacement.

Conditions which apply to this Policy

The following conditions listed below, apply to each and every part of the **Policy**. If **You** do not comply with these conditions, **We** may not be able to pay **Your** claim.

- You** must keep to the terms and conditions of this **Policy**.
- In deciding to accept this **Policy** and in setting the terms and premium **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your Policy** and any claim. For example, **We** may:

- treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your Policy** in accordance with the cancellation rights above.

We will write to **You** if **We**:

- intend to treat **Your Policy** as if it never existed; or
- need to amend the terms of **Your Policy**.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** as soon as practicable.

- You** must tell **Us** about any claims as soon as reasonably possible. **You** must provide **Us** with all the information and help **We** may need or ask for and at **Your** own expense, provide full details to support **Your** claim.
- You** must comply with the conditions outlined in **Your Motor Insurance Policy** to ensure that **You** can claim under this **Policy**.
- We** may at **Our** own expense take proceedings in **Your** name to recover compensation from any Third Party in respect of any indemnity provided under this Insurance and any amounts so recovered shall belong to **Us**. **You** must provide all reasonable assistance to **Us**.
- You** must advise **Us** if **You** are reimbursed by any other party any amount that relates to a claim that **You** have submitted to **Us**.
- Fraudulent acts**
If **You** make a fraudulent claim under this insurance contract, **We**:
 - are not liable to pay the claim; and
 - may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
 - may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under this clause:

- **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- **We** need not return any of the premiums paid.

8. Other Insurance

If any claim is covered by any other insurance, or would have been covered if this **Policy** did not exist, **We** will:

- only pay **Our** share of the claim even if the other insurer refuses the claim.

9. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

- 10.** This **Policy** will be governed by English law and **You** and **We** agree to submit to the courts of England and Wales to determine any dispute arising under or in connection with it, unless **You** reside in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction, unless agreed to the contrary by **You** and **Us** before the commencement date.

- 11.** The terms and conditions of this **Policy** will only be available in English and all communication relating to this **Policy** will be in English.

Exclusions which apply to this Policy

The following exclusions listed below, apply to each and every part of the **Policy**.

1. If the incident that gave rise to the claim under **Your Motor Insurance Policy** happened before the **Start Date of Cover**, as stated in **Your Certificate**.
2. If the incident that gave rise to the claim under **Your Motor Insurance Policy** happened within the first 30 days immediately following the **Start Date of Cover** of this Motor Excess Reimbursement **Policy**.
3. **Your** country of residence is outside the United Kingdom or the Isle of Man.
4. If **You** were aware at the **Start Date of Cover** that **You** were going to make a claim under **Your Motor Insurance Policy**.
5. If **Your** claim under **Your Motor Insurance Policy** was not successful or was for less than the amount of the **Excess**.
6. Where any amount contributed by **You** or deducted from the settlement of **Your** claim is not clearly stated in **Your Motor Insurance Policy** as being the **Policy Excess**.
7. **You**, and any other party claiming under this **Policy** do not qualify for cover – as defined on page 14 of this **Policy**.
8. Any expenses assumed, waived or paid by the insurer of **Your Motor Insurance Policy**.
9. Damage to vehicles which are not insured under **Your Motor Insurance Policy** (other than a **Courtesy Car**). Any damage **You** cause to a third party vehicle is not covered.
10. **Your** vehicle is being driven by persons who are not named on **Your Motor Insurance Policy**.
11. Any expenses reimbursed by **Your** employers, for damage caused when using **Your** vehicle for class one business use.
12. **Your** vehicle is a motor home, van, camper van, trailer or caravan, **Commercial Vehicle** or truck, motorcycle, moped, motorbike, vehicle for which the main use is intended to be off-road, recreational vehicle, or a vehicle with more than 9 seats.
13. Where the **Excess You** paid was under **Your Motor Insurance Policy** and the motor vehicle was used for:
 - (a) hire and reward;
 - (b) any competition, trial, performance test, race or trial of speed, including off road events, whether between motor vehicles or otherwise, irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event;
 - (c) any business use other than “Class One Business Use” as normally defined by Motor Insurers;
 - (d) any purpose in connection with the motor trade.

Your Cover – Motor Excess Reimbursement

Your Certificate will show the cover **You** have selected and paid for under this **Policy** including the **Policy Limit**. **We** agree to provide the insurance described and subject to the terms, conditions, exclusions and limitations as described below and on pages 15 – 17 of the **Policy**. To make sure **You** get the most from the cover, please take the time to read the details carefully.

The Cover	What We will pay You
<p>Motor Excess Reimbursement</p>	<p>This Excess cover applies for Your Motor Insurance Policy. Motor Excess Reimbursement Insurance applies only to Your own personal insurances. It will not include any commercial insurances of any nature.</p> <p>If You make a claim under Your Motor Insurance Policy, We will repay You the amount of any Excess that You had to pay up to the Maximum Reimbursement Limit shown in Your Certificate.</p> <p>You can claim under Motor Excess Reimbursement more than once during the period of coverage, but in total We will only pay You up to the Maximum Reimbursement Limit shown in Your Certificate.</p>

How to make a Claim

To make a claim under any section of the **Policy You** must contact **Us** on the details below:

By post: **insure4excess, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG, UK**

Phone: **01242 538 413**

E-mail: **claims@insure4excess.com**

Please note

All claims must be notified as soon as it is reasonably practical after the event which causes **You** to submit a claim.

Late notification of a claim may affect **Our** acceptance of a claim or result in the amount **We** pay being reduced.

You can find **Our** claim form and the list of documents required to support **Your** claim on **Our** website at **www.insure4excess.com/claims**. Alternatively, **Our** insure4excess claims team is open Monday to Friday between 9.15am and 5pm excluding Bank Holidays. A claim form can be sent to **You** as soon as **You** tell **Us** about **Your** claim.

We will ask **You** to complete a claim form and to provide at **Your** own expense all reasonable evidence required by **Us** to support a claim. If the information supplied is insufficient, **We** will identify the further information which is required and ask **You** to provide **Us** with it. If **We** do not receive the information **We** need, **We** may reject the claim.

Relevant information is likely to include, but not limited to:

- 1.** A copy of the schedule, Policy wording or Certificate of **Your Motor Insurance Policy**;
- 2.** A copy of **Your** driving licence;
- 3.** A copy of the settlement by the Insurers of **Your Motor Insurance Policy**;
- 4.** Any other supporting documents to allow **Us** to process **Your** claim.

To help **Us** prevent fraudulent claims, **We** store **Your** personal details on computer and **We** may transfer them to a centralised system. **We** keep this information in line with the conditions of the **Data Protection Legislation**. Full details are provided on pages 9 – 10 'Data Protection' of this **Policy**.

This insurance is underwritten by American International Group UK Limited (the **Insurer**). American International Group UK Limited is registered in England under number 10737370. American International Group UK Limited's registered office is The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. American International Group UK Limited is a member of the Association of British Insurers.

American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109). This can be checked by visiting the Financial Services Register (register.fca.org.uk).

Your Policy has been arranged by insure4excess on behalf of the **Insurer**, American International Group UK Limited. insure4excess is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB. You can check the Financial Services Register by visiting fca.org.uk