



# motor excess insurance protection

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. It explains what is covered and what is not covered. There are also exclusions and conditions that **you** must follow for the policy to work. The cover **you** hold is set out in the accompanying policy schedule.

This policy is provided on behalf of Auto Legal Protection Services Limited (ALPS), which is authorised and regulated by the Financial Services Authority (FSA Number 300906). Its registered office is at Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ. It is registered in England no: 3676991.

## Insurer

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. IPA is a Belgian firm of Avenue Louise, 166 bte 1, 1050 Brussels, which has a branch office in the UK regulated by the Financial Services Authority (FSA)(FSA register number 202664). IPA's registered address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR (Company number FC008998). You can get information by phoning their Consumer Helpline 0845 606 1234 (local call rates apply) or by visiting their website at [www.fsa.org.uk](http://www.fsa.org.uk)

## What makes up this policy?

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

## Cooling off period

If **you** find that this cover does not meet **your** needs, please contact ALPS on 0844 848 1200 within 14 days of receiving this document and ALPS will cancel this policy. **You** will receive a refund of **your** premium provided **you** have not made any claims.

## Jurisdiction and law

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

## Demands and needs

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

## Definitions

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

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

**Business use class 3 (BU3)** means **you** and authorised drivers using the **vehicle** for business, to solicit orders, deliver pre-purchased goods. This includes sales representatives, consultants and agents and anyone else who uses the vehicle to travel from customer to customer for commercial business use.

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

**Excess** means the amount you must pay towards any claim under **your main insurance policy**. The excess is the first part of any payment of a claim.

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

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

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

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

**Motor vehicle** means a private **motorised** car or motorbike which is registered at **your home** address, used for social and domestic purposes and/or commuting to your usual place of work, which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers and does not exceed 3.5 tonnes, of which **you** are the owner or which **you** are authorised to drive.

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

**Settled claim** means a valid claim paid under **your main insurance policy** or, in case of a **motor insurance**, by a relevant **third party** where **you** were at fault.

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

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

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

**We/Us/Our** means Inter Partner Assistance (the insurer) and AXA Assistance (UK) Ltd (the administrators of this policy) both of The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK, RH1 1PR. In the Data Protection section of this policy '**we**' also means Auto Legal Protection Services Ltd (ALPS).

**You/your/policy holder** means the person whose name appears on the **policy schedule** of this **motor excess insurance policy** and is over 21 years old.

## What is covered

**We** will pay **you** an amount equal to the **excess** in relation to each **settled claim** on **your main** insurance policy up to **annual aggregate limit** in respect of claims arising from a **motor insurance claim only**. This **motor excess insurance policy** covers one **motor vehicle** only.

**You** are also covered where **you** have been unsuccessful in recovering the **excess** cost from a **third party** within six months of making a valid claim against them under **your main insurance policy**.

Cover is provided under the following use types;

- social, domestic pleasure and commuting
- personal business use by policyholder or partner including Business use class 3)

## Annual aggregate limits available

- £300 in any one **period of Insurance**
- £500 in any one **period of Insurance**
- £1000 in any one **period of Insurance**

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

## General conditions

- The **main insurance policy** must be valid and provided by an insurer authorised to conduct insurance business in the **United Kingdom**.
- Your** name must be stated as the **policy holder** in the policy schedule and the **main insurance policy**.
- In the event that any misrepresentation or concealment is made by **you** or on **your** behalf in obtaining cover or making a claim under this **motor excess insurance policy** this policy will be void and no refund of premium will be given.
- If **you** are covered by any other insurance for the **excess** payable, which results in a valid claim under that policy, **we** will only pay **our** proportionate share of the claim.
- You** must take reasonable steps to safeguard against loss or additional exposure to loss.
- You** must permanently reside in the **United Kingdom**.
- In the event **we** pay a claim under any cover provided by this insurance that may be recoverable from a third party, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from the third party.
- This insurance contract is between **you** and **us**. Any person or company who is not party to this **motor excess insurance policy** has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this policy. This does not affect any other rights another organisation has apart from under that Act.
- We** may cancel this **motor excess insurance policy** by giving **you** 14 days notice by recorded delivery to **your** last known address and will refund the amount of **your** premium proportionate to the unexpired term of **your** policy provided **you** have not made a claim.

## What is not covered (Exclusions)

- Claims for **excess** that do not arise from a **main insurance policy**.
- Claims where the **excess** is **waived or reimbursed** or not exceeded.
- Claims which took place outside the **period of insurance** of this **Motor excess insurance policy**.
- Claims where the incident took place outside the **United Kingdom**.

5. Claims notified to **us** more than 31 days following the settlement of a claim under **your main insurance policy** or by a **third party**.
6. **Excess** payments in respect of claims refused by **your main insurance policy**
7. Any contribution or deduction from the settlement of **your** claim against **your main insurance policy** other than the stated policy **excess** for which **you** have been made liable.
8. **Motor** claims related to hire & reward.
9. **Motor vehicles** not named in the **main insurance policy**.
10. **Motor** claims arising from breakdown, misfuelling, windscreen repair or replacement or any glass repair or replacement to **your vehicle**.
11. Any losses caused by war, revolution or any similar event.
12. Any losses caused by:
  - 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.

#### How to Make a Claim

**Your** claim will be handled by AXA Assistance (UK) Ltd.

#### Via the internet:

1. Visit our claims web site: [www.paymyexcess.com/axa](http://www.paymyexcess.com/axa) where **you** will be able register **your** claim on line.
2. Once **you** have received communication confirming **your** claim number from AXA Assistance **you** should send a copy of the following:
  - a copy of **your** completed claim form
  - the acknowledgement from AXA Assistance (UK) Ltd which contains **your** claim number
  - your **Motor excess insurance certificate of insurance**
  - confirmation of settlement of claim from **your main insurance policy**, which must state the amount settled and the **excess** deducted
3. Please post a copy of the claim form that you completed on line with all the required supporting documentation to:

AXA Assistance UK Ltd Excess Claims  
 PO Box 693  
 Redhill  
 Surrey  
 RH1 9DL

Alternatively, you can e-mail us at [excess@axa-assistance.co.uk](mailto:excess@axa-assistance.co.uk)

#### By Phone.

Please call AXA Assistance on **01737 815 404** to notify **your** claim. **You** will receive a claim form to complete and will be requested to follow steps 2 and 3 above.

Failure to follow these steps may delay or jeopardise the payment of **your** claim.

#### Complaints Procedure

**We** do everything possible to make sure that **you** receive a high standard of service. If **you** are not satisfied with the service that **you** receive, please write to:

The Managing Director, Auto Legal Protection Services Ltd, PO Box 115, Congleton, Cheshire, CW12 3FL. An acknowledgement that **your** complaint has been received will be sent to **you** within 5 working days following which **your** complaint will be investigated on behalf of the Managing Director. If **you** have received **our** final response to **your** complaint or it has been 4 weeks since **your** complaint was made to **us**, and **you** remain unhappy, please write to:

The Quality Manager  
 Inter Partner Assistance SA  
 The Quadrangle,  
 106 - 118 Station Road  
 Redhill, Surrey, UK  
 RH1 1PR

Or, you can telephone: 0870 609 0023

If it is impossible to reach an agreement, **you** may have the right to appeal to refer **your** case to the Financial Ombudsman Service (FOS). Their address is:

Financial Ombudsman Service  
 South Quay Plaza,  
 183 Marsh Wall,  
 Docklands, London, UK  
 E14 9SR.

Or, you can telephone: 0845 080 1800.

#### Compensation Scheme

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)

#### Data protection

**We** will keep details of **you**, **your** cover and claims to help **us** deal with **your** claims, prevent and detect fraud, money laundering or similar activity. **We** will use this information in line with the Data Protection Act 1998.

Upon payment of a statutory fee **you** can request a copy of the information that **we** hold about **you**. To request this, please write to:

Data Protection Officer  
 Inter Partner Assistance SA,  
 The Quadrangle, 106-118 Station Road,  
 Redhill, Surrey, UK  
 RH1 1PR

Please let ALPS know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, or if the law requires **us** to disclose it.

**We** may monitor and record phone calls to help maintain **our** quality standards and for security purposes.

#### Alternative Format

Please contact ALPS on 0844 848 1200 if you would like to receive this information in an alternative format such as large print, audio or Braille.

# motor excess insurance protection policy summary

## ALPS Motor Excess Protection Policy Summary

Some important facts about your excess insurance are summarised below. This summary does not describe all the terms and conditions of your motor excess insurance policy, so please take time to read the policy document to make sure you understand the cover it provides. When reviewing your motor excess insurance policy it should be read in conjunction with your policy schedule.

Insurer : Inter Partner Assistance SA

The period of insurance and annual aggregate limit are stated in your policy schedule.

Significant Features and Benefits	Significant and unusual exclusions or limitations
<p>We will pay you an amount equal to the excess in relation to each settled claim on your main insurance policy up to annual aggregate limit in respect of claims arising from a motor insurance claim only. This motor excess insurance policy covers one motor vehicle only.</p> <p>You are also covered where you have been unsuccessful in recovering the excess cost from a liable third party within six months of making a valid claim under your main insurance policy.</p> <p>Once you have made claims which total the annual aggregate limit, no further payments will be made under this policy and this motor excess insurance policy will lapse. You will then be liable for all and any future excess payments as defined in your main insurance policy.</p>	<ul style="list-style-type: none"> <li>You must be at least 21 years of age and be a resident of the United Kingdom</li> <li>Claims that do not arise from your main insurance policy.</li> <li>Any claim not notified to us within 31 days of settlement of your main insurance claim or a claim against a relevant third party.</li> <li>Claims of a lower value than the value of excess under your main insurance policy.</li> <li>Claims refused by your main insurer.</li> <li>Claims related to an incident which took place outside the United Kingdom.</li> <li>Claims related to vehicles not named in the insurance policy</li> <li>Claims arising from breakdown, misfuelling, windscreen repair or replacement or any glass repair or replacement to your vehicle.</li> </ul>

## Cancellation Rights

If you find that this cover does not meet your needs, please contact ALPS on 0844 848 1200 within 14 days of receiving this document and **we** will cancel this policy. You will receive a refund of your premium provided you have not made any claims.

## Making a Claim

You can claim via the web site [www.paymyexcess.com/axa](http://www.paymyexcess.com/axa) or by calling us on **01737 815 404**.

We will ask you to send some related documents in order to process your claim.

## Complaints Procedure

If you are unhappy with our service, please tell us so that we can try to put it right. Should Auto Legal Protection Services Limited and/or Inter Partner Assistance SA be unable to resolve your complaint satisfactorily, you may be able to refer your complaint to the Financial Ombudsman Service. Further details are contained in your policy document

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS).