

Excess Protection Policy Wording

This **policy** is a contract between the **underwriter** and **you**, it is not intended that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this insurance **policy** or that any other person apart from **you** has the right to enforce any part of it.

This is to confirm that UK General Insurance Ltd will provide the cover described below during the period of **your policy**. Cover is subject to the terms and conditions that follow. Payment of the Excess Protection **premium** must be made before cover is provided.

The law applicable to this policy

English law will apply to this **policy** unless **we** agree with **you** in writing otherwise. The contractual terms and conditions and other information relating to this **policy** will be in the English Language.

Definitions

Throughout this insurance **policy** the words and phrases printed in **bold** type will have the meanings set out below.

Definitions are listed alphabetically.

Coverholders

Action Claims.

Excess

The first amount of any claim that **you** have paid under the terms, and shown in the relevant schedule, of **your Vauxhall Insurance** in respect of **your own insured vehicle**.

Insured Incident

An incident involving malicious damage, an accident, fire, attempted theft or recovered theft. Alternatively it is where the **insured vehicle** has been stolen and remains unrecovered.

Insured person/you/your

A driving licence holder who appears on the current Certificate of Motor Insurance issued through the **participating agent** and who is resident of Great Britain and Northern Ireland.

Insured Vehicle

Any private car, which will carry not more than 7 passengers and does not exceed three tonnes, insured through the **participating agent**, that appears on a current Certificate of Motor Insurance, and for which a **premium** has been paid for Excess Protection Cover.

Vauxhall Insurance policy

The Comprehensive or Third Party, Fire and Theft car insurance policy issued to **you** which includes the Certificate of Motor Insurance in respect of the **insured vehicle**.

Participating agent

The insurance intermediary, firm or company who are authorised to sell this **policy** to **you** on behalf of **us** and the **underwriter**.

Period of insurance

The period of the **Vauxhall Insurance** which runs concurrent with this **policy** and does not exceed 12 months.

Policy

This **policy** of insurance.

Policyholder

The person shown as the lead name on **your Vauxhall Insurance policy** and who has taken out this **policy** and has paid the **premium** due.

Premium

The payment, which needs to be paid to the **participating agent** by **you** to get the benefit of this **policy**.

Sum insured

Up to a maximum of £500.

Third Party

The other person(s) and/or party(s) responsible for the **insured incident**, excluding the **insured person** and/or **policyholder** (as defined in this **policy**).

Underwriter

UK General Insurance Ltd on behalf of Ageas Insurance Limited.

We/us/our

Action Claims and/or the **underwriter**.

What is covered

The insurance provides reimbursement of **your excess** up to the **sum insured** of £500 following an **insured incident** during the **period of insurance**.

A maximum of 2 claims in the **period of insurance** can be made.

How to make a policy claim

Should **you** wish to make a claim under this **policy** following an **insured incident**, **you** must report it to 0844 463 2685 immediately or at least within 14 days of settlement of **your** claim by the insurance company underwriting **your Vauxhall Insurance policy**.

Before **we** consider how **we** will settle **your** claim **we** must have receipt of the following supporting documentation (whichever **we** request and consider is applicable):

- a) Copy of **your Vauxhall Insurance policy** schedule.
- b) Copy of **your** settlement offer letter from the insurance company underwriting **your Vauxhall Insurance policy** showing any **excess** applicable.
- c) Full breakdown of repairs from the insurance company underwriting **your Vauxhall Insurance policy**.
- d) Copy of **your excess** receipt from the repairers.
- e) Copy of the letter from the insurance company underwriting **your Vauxhall Insurance policy** that was attached to their settlement cheque.

Failure to provide all requested documentation may jeopardise **your** claim.

Please call the Claim Line on 0844 463 2685

You should note that the following conditions apply in all circumstances:

- a) **You** must have a valid **Vauxhall Insurance policy** through the **participating agent** to claim on this cover.
 - b) **You** must be a resident of Great Britain and Northern Ireland.
 - c) **You** must hold a current valid driving licence to drive the **insured vehicle**.
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What is not covered

The following are not covered under this insurance:

1. Any claim where the sum total cost of the **insured incident** does not exceed **your excess** under **your Vauxhall Insurance policy**.

2. Any claim where **your** vehicle is classed as a commercial vehicle.
3. Any **excess** in respect of personal effects, accessories, glass or audio/visual equipment (such as car phone, satellite navigation systems, CD or cassette player, radios etc.)
4. Any claim where the **insured vehicle** was being used for hire or reward.
5. Any **insured incident** arising out of the use of an **insured vehicle** by the **insured person** in connection with racing, rallies, trials or competitions of any kind.
6. Any claim where the car insurer does not provide cover under the terms of the underlying **Vauxhall Insurance policy**.
7. Any claim where the **insured vehicle** has been stolen, attempted to be stolen, or suffered malicious damage and has not been reported to the police.
8. Any claim reported to **us** more than 14 days after settlement of **your** claim by the insurance company underwriting **your Vauxhall Insurance policy**.
9. Any deduction or contribution from the settlement of **your** claim under **your Vauxhall Insurance policy** apart from the **policy excess**.
10. Any claim due to a deliberate non-disclosure or criminal act, which is found to **our** satisfaction to be of a fraudulent or false nature. The **insured person** will be held responsible for any costs paid or due where this happens.
11. Any **insured incident**, which happened before the **policy** started.
12. Any claim that arises from **your** unlawful use of drink or drugs.
13. Any claim covered under any other policy, or any claim that would have been covered by another policy if this **policy** did not exist.

Please be aware that should the **insured incident** have been caused by a **third party** and as a result **your excess** has been waived or reimbursed there will be no indemnity provided as no financial loss has been suffered.

Notice to the policyholder/insured person

- a) **You** must take all reasonable steps to mitigate the costs of the claim.
- b) **You** must pay to the **underwriter** any sums directly recovered from the **third party** to the extent of the sums indemnified under this **policy**.
- c) **You** must take all reasonable action possible to recover any sum the **underwriter** may have paid or be liable to pay and pay any such amounts recovered to the **underwriter**.
- d) Upon conclusion of the claim under this **policy** **we** can take over and if necessary conduct proceedings in **your** name to recover any costs from the **third party**.

Compliance and avoidance of policy

We and/or the **underwriter** have the right to cancel this **policy** and declare the same null and void if:

- a) The **policyholder** does not hold a valid **Vauxhall Insurance policy** at the time of the **insured incident** for the **insured vehicle** involved.
- b) The insurance company underwriting **Vauxhall Insurance policy** is entitled to void the **Vauxhall Insurance policy** or refuse indemnity.
- c) Any statements or answers made by the **policyholder** to **us** or the **underwriter** prior to the commencement of this **policy** are found to be false or untrue.
- d) The **policyholder** fails to disclose any material fact relevant to the risks insured under this **policy** to the **underwriter** or to **us** prior to the commencement of this **policy**.
- e) An **insured person** makes any claim under this **policy**, which is fraudulent or false in any material respect.
- f) **You** fail to pay the required **policy premium**, if not having been waived, to the **participating agent** or **us** within 14 days of issuing of the **policy**.

Dual insurance

If at the time of any **insured incident** there is any other insurance which provides cover for the loss, or any part of it, **we** will only be responsible for the amount not recoverable under that insurance.

Cancellation right

You may cancel **your policy** within 14 days of buying the **policy** or upon receipt of the **policy** documents (whichever is the latter) and get a full refund of any **premium** paid, subject to no claim being made upon the **policy**. If **you** do not exercise **your** right to cancel the **policy**, it will continue in force for the term of the **policy** and **you** will be required to pay any **premium** due.

If **you** wish to cancel the **policy** after this 14 day period, no refund of **premium** paid will be provided.

We and **your participating agent** can cancel this **policy** at any time as long as **we/your participating agent** tell **you** at least 21 days before.

Please contact:

Vauxhall Insurance
Prospect House
Gordon Banks Drive
Trentham Lakes North
Stoke on Trent
ST4 4TW

if **you** wish to cancel this **policy**. Alternatively **you** can telephone them on 0844 463 2674.

How to make a complaint

We are committed to dealing with customer complaints in a fair and prompt way. Complaints can be made verbally or in writing.

If **you** have a complaint, **you** can contact **us**. **We** will contact **you** within 5 days of receiving **your** complaint to tell **you** what action is being taken. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take longer than four weeks then **you** will be told when **you** can expect an answer.

It is **our** experience that most complaints can be resolved by speaking to the staff directly responsible for **your** claim. Please call **us** on 0161 488 3888 or write to:

Action Claims
Eden Point
Three Acres Lane
Cheadle Hulme
SK8 6RL

In the event you remain dissatisfied and wish to make a complaint, you can do so by contacting the following: The Customer Relations Manager, UK General, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds LS10 1RJ. Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

If **we** have not given **you** an answer within eight weeks, **you** will be told how **you** can take **your** complaint to the Financial Ombudsman Service for review.

If after making a complaint, **you** are still unhappy, as the complaint has not been resolved to **your** satisfaction, **you** have the right to refer the complaint to the Financial Ombudsman Service. The contact information is:

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

Telephone 0845 080 1800
E-mail: enquiries@financial-ombudsman.org.uk

This complaints procedure does not affect any legal rights **you** may have.

Whole agreement

Action Claims (FSA registration: 306011) Eden Point, Three Acres Lane, Cheadle Hulme SK8 6RL administer **policy** cover to customers of Vauxhall Insurance which is a trading name of GM (UK) Limited registered in England and Wales (No. 135767). registered address, Griffin House UK1-101-135, Osborne Road, Luton, Bedfordshire, LU1 3YT. GM (UK) Limited. UKAIS Limited, registered in England and Wales (No.02613429). registered address, Prospect House, Trentham Lakes North, Gordon Banks Drive, Stoke-on-Trent, ST4 4TW. UKAIS Limited is authorised and regulated by the Financial Services Authority. The **policy** cover is underwritten by UK General Insurance Ltd on behalf of Ageas insurance Limited. Ageas Insurance Limited are authorised and regulated by the Financial Services Authority, registration number 354568.

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk