

## FLEET EXCESS INSURANCE POLICY WORDINGS

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 administered by Nice 1 Limited of Nice 1 House, Broad Lanes, Bilston, West Midlands, WV14 0RQ. Nice 1 Limited is authorised and regulated by the Financial Conduct Authority (FCA Number 650309). Its registered office is at Nice 1 House, Broad Lanes, Bilston, West Midlands, WV14 0RQ. Registered in England No. 6082902

### The Insurer

This **policy** is underwritten by Inter Partner Assistance SA (UK Branch) (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance S.A. (UK Branch) is a Belgian firm authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from **us** on request. Our FCA Register number is 202664. **You** can check this on the FCA's register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register)

### What makes up this policy?

These **fleet excess insurance policy** terms and conditions and **your certificate of insurance** form **your** insurance contract.

### Cooling off period

If **you** find that this cover does not meet **your** needs, please contact **your** supplying broker 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.

If **you** cancel the **policy** outside the 14 day period **you** will receive a refund of your premium proportionate to the amount of time left to run on the policy, less an administrative charge of £15 provided **you** have not made any claims.

**We** may cancel this **policy** by giving **you** at least 14 days notice at **your** last known address. If **we** cancel the policy, **we** will refund the premium paid for the remainder of the current **period of insurance**, unless a claim has been made. **We** reserve the right to refuse renewal of any individual policy.

### Jurisdiction and law

**Your policy** is subject to English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the English courts.

**Your** policy represents the entire agreement between **you** and **us**.

### Demands and needs

This **fleet excess insurance policy** meets the demands and needs of a **policy holder** seeking to protect their **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 fleet excess insurance policy** as stated in **your certificate of insurance**.

**Business premises** mean the address(es) your business place matching those covered by the main insurance policy. **The business premises** must be located in the **United Kingdom**.

**Business use class 3 (BU3)** means **you** and **your named drivers** are 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 car to travel from customer to customer for commercial business use.

**Certificate of insurance** means the document that contains the name of the **policy holder** and gives details of the cover provided by this **fleet 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. Payment of the excess will not include any administration or other fees which you may be charged by your insurer under the primary policy. Such fees are not recoverable under your excess policy.

**Fleet excess insurance policy** means this insurance policy together with the respective **certificate of insurance**.

**Fleet insurance** means a **main insurance policy** of **motor vehicles** 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.

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

**Motor vehicle(s)** means a private motorised car, motorbike or light commercial vehicle (LCV) only, 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** or **your named drivers** are authorised to drive.

**Named drivers** means the drivers who are permitted to drive **your motor vehicles** under **your main insurance policy**

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

**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 (UK Branch) (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.

**You/your/policy holder** means the person whose name appears on the **certificate of insurance** of this **fleet excess insurance policy**.

## **What is covered under this Policy**

**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 **fleet insurance claim only**. This **fleet excess insurance policy** covers up to 50 **motor vehicles** only.

**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 against them under **your main insurance policy**.

Once **you** have made claims which total the annual aggregate limit, no further payments will be made under this **policy** and this **fleet 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 **your certificate of insurance** to check the **annual aggregate limit you** have chosen.

### General conditions

1. The **main insurance policy** must be valid and provided by an insurer authorised to conduct insurance business in the **United Kingdom**.
2. **Your** name must be stated as the **policy holder** in the **certificate of insurance** and the **main insurance policy**.
3. 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 **fleet excess insurance policy** this policy will be void and no refund of premium will be given.
4. 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.
5. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
6. **You** must permanently reside in the **United Kingdom**.
7. 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.
8. This insurance contract is between **you** and **us**. Any person or company who is not party to this **fleet 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.
9. **We** may cancel this **fleet 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.
10. The total number of **vehicles** covered by this **excess policy** should match that of the insured fleet for which this **policy** was purchased.

### What is not covered (Exclusions)

1. Claims from **excess** that do not arise from a **main insurance policy**.
2. Any claims that arise from your **main insurance policy** within 30 days of the commencement date of **your fleet excess insurance policy**, which is stated in **your certificate of insurance**.
3. Claims where the **excess** is **waived** or **reimbursed** or not exceeded.
4. Claims which took place outside the **period of insurance** of this **fleet excess insurance policy**.
5. Claims where the incident took place outside the United Kingdom.
6. Claims notified to **us** more than 6 months following the settlement of a claim under **your main insurance policy**.
7. Claims refused by **your main insurance policy**.
8. 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.
9. Claims where the number of vehicles in the **policy** is higher than 50.
10. Claims arising from breakdown, misfuelling, windscreen repair or replacement or any glass repair or replacement to your **motor 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. To make a claim we will ask **you** to submit supporting documentation listed below. It is important **you** submit all the documentation requested, as **we** will be unable to process **your** claim until received.

Documentation required:

1. Evidence the **excess** amount has been paid to **your insurer**.
2. Evidence that **your** claim with your **insurer** has been settled stating the liability.
3. Certificate of **your fleet insurance policy** that you have paid the **excess** on.
4. The **certificate of insurance** or documentation detailing **your excess** cover.

### Claim via the internet:

Visit **our** claims website: <https://www.excessclaim.co.uk> where **you** will be able to register **your** claim online quoting scheme code 10054.

### If you do not have the internet:

Please call AXA Assistance (UK) Ltd on 0345 600 0034 to notify **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 specified to **you**.

Written notice of accidents, proceedings or any other events that may give rise to a claim must be given to **us** within 6 months of the date of incident.

**Our** internet solution allows **you** to enter all the necessary details **we** require to settle **your** claim. **We** recommend **you** use the web link as **you** will need to post documents to **us** if you contact **us** by phone, which could result in delays of **your** claim being settled.

## FAILURE TO FOLLOW THESE STEPS MAY DELAY AND / OR JEOPARDISE THE PAYMENT OF YOUR CLAIM

### Cancellation – Your rights

If **you** find that this cover does not meet your needs, please contact **your** supplying broker within 14 days of receiving this document and they will arrange for **us** to cancel this policy. **You** will receive a full refund of **your** premium, provided **you** have not made any claims. If **you** cancel the policy outside the 14 day period **you** will receive a refund of **your** premium proportionate to the amount of time left to run on the policy, less an administrative charge of £15 provided **you** have not made any claims.

### Cancellation – Our rights

**We** may cancel this **policy** by giving **you** at least 14 days written notice at **your** last known address for the following reasons;

- If **you** fail to make payment of premiums **we** will send **you** a reminder to do so. If **we** do not receive payment after two reminders **we** will cancel **your** policy with immediate effect and notify **you** in writing that such cancellation has taken place;
- **We** may cancel this **policy** without giving **you** prior notice if, by law, or other similar reasons **we** are unable to provide it.

If **we** exercise **our** rights to cancel the **policy** under this section, **we** will refund the premium paid proportionate to the remaining period of insurance, provided **you** have not made any claims.

**We** reserve the right to refuse renewal of any individual policy.

**We** may cancel this **policy** 'with immediate effect if:

- **You** make or try to make a fraudulent claim under **your policy**;
- **You** are abusive or threatening towards our staff;
- **You** repeatedly or seriously break the terms of this **policy**.

**We** will continue to honour any claims made before cancellation.

## Renewal Process

**Your** insurance broker will contact **you** before **your** renewal date to discuss **your** renewal options including any changes to the policy that will apply from when **you** renew the policy. If **you** do not want to renew **your** policy or want to change any of **your** details, please let **your** insurance broker know at least 15 days before **your** renewal date.

## 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 contact:

The Quality Manager

Inter Partner Assistance SA

The Quadrangle,

106 - 118 Station Road

Redhill, Surrey,

RH1 1PR, UK

Telephone: 01737 815 215 or email [quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk)

If **we** have given **you** **our** final response and **you** remain dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS). Their address is: Exchange Tower, London E14 9SR. Telephone 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/consumers/odr>, which has been set up by the EU Commission.

## Financial Services Compensation Scheme (FSCS)

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms.

**You** can get more information at [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection

Details of **you**, **your** insurance cover under this **policy** and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **our** website privacy notice (see below).

**We** collect and process these details as necessary for performance of **our** contract of insurance with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of **you** or others involved in **your** insurance claim, in order to evaluate **your** claim and provide other services as described in this **policy**,
- b. disclosure of information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, to provide **you** with an insurance excess claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control;

- d. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the excess claim, which **you** have provided for the purpose of validating **your** claim; and
- e. sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

**We** carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, and consent to **our** use of sensitive information, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice (see below).

**You** are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use **your** data (as set out in **our** website privacy notice – see below). Please let **us** know if you think any information **we** hold about you is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road  
Redhill  
RH1 1PR UK

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

**Our** full data privacy notice is available at: [www.axa-assistance.co.uk](http://www.axa-assistance.co.uk). Alternatively, a hard copy is available from us on request.

### **Alternative Format**

Please contact **your** supplying broker if **you** would like to receive this information in an alternative format such as large print, audio or Braille.