

Excess Protection Policy Wording

This policy meets the demands and needs of customers who wish to recover up to £500 of their excess (except windscreen and glass excess) amount paid under a motor insurance claim.

Your Insurance

This insurance is underwritten by Ageas Insurance Limited, Registered in England no. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768. Financial Services Register no 202039.

If **You** have paid the premium **We** will agree to insure **You**, subject to the terms and conditions of this policy, for any **Excess You** may incur, up to the sum insured, for an **Insured Event** occurring during the **Period of Insurance**.

Please take time to read this policy document, especially the section titled 'How to Make a Claim'.

We will use the details that **You** have given **Us** to provide the services and benefits set out in this policy, subject to the following terms, conditions and exclusions. **You** should read all of these carefully, to ensure this policy meets **Your** needs. If **You** do need to discuss any aspect of this policy then please contact **Your Broker**.

Your policy will end if:

- You** do not pay the premium;
- Your** residential address is no longer in the **United Kingdom**;
- You** or **We** cancel this policy or the underlying **Motor Insurance Policy**.

Definitions

The following words or phrases have the same meaning wherever they appear in **Your** policy.

Broker

John Lewis Car Insurance, Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke-on-Trent ST4 4TW. Telephone: **0345 610 0355**

Excess

The amount which **You** are required to pay under the terms and conditions of your **Motor Insurance Policy** following an **Insured Event**, except the glass or windscreen excess.

Insured Event

Malicious damage, an accident, fire, attempted theft, recovered theft or where the car has been stolen and remains unrecovered and where no recovery can be made from a third party.

Insured Vehicle

The vehicle listed in and insured under the **Motor Insurance Policy**.

Motor Insurance Policy

The Motor Vehicle Insurance Policy that has been issued to **You** for the **Insured Vehicle** by **Your Broker**.

Period of Insurance

The period of the **Motor Insurance Policy** which runs concurrent with this policy and does not exceed 12 months. If **You** have taken out this policy after the start date of **Your Motor Insurance Policy** cover will be provided from the date **You** purchased it and will end on the expiry of **Your Motor Insurance Policy**.

Purchase Date

The date shown on **Your** certificate of motor insurance or the date of purchase as shown in **Your** confirmation letter if **You** have taken this policy out afterwards.

UK, United Kingdom

Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

We/Us/Our

Ageas Insurance Limited.

You/Your

Any person aged 17 years or over who is a named driver on the **Motor Insurance Policy** and is a **UK** resident with a permanent **UK** address.

Eligibility

You are eligible to take out Excess Protection Insurance if on the **Purchase Date** **You** agree to pay the premium and:

- You** are the policyholder of a valid **Motor Insurance Policy** and
- You** are aged 17 years or over and
- You** are a **UK resident** with a permanent **UK** address.

What is covered

This optional cover is designed to provide reimbursement of **Your Excess** in the event of a fault incident during the **Period of Insurance**:

- Where no recovery can be made from a third party.
- To the value of **Your Motor Insurance Policy Excess** up to a maximum of £500 per claim (If **Your Excess** exceeds this amount You will be responsible for the difference).
- A maximum of two claims in the **Period of Insurance**.

What we will not cover

This policy will not cover:

- Claims when the amount claimed on the **Motor Insurance Policy** does not exceed the **Excess** amount
- More than two claims in the **Period of Insurance**.
- Any **Excess** for theft or attempted theft of personal belongings.
- Any claim for windscreen, glass damage.
- Any **Insured Event** which occurs whilst the **Insured Vehicle** is being used and/or driven on any race track, circuit or other prepared course.
- Any **Insured Event** which occurs whilst the **Insured Vehicle** is being driven by someone who is under 17 years of age.
- Any claim where the **Excess** has been waived or where a third party has reimbursed **You** or made good any loss or damage in respect of which **You** have or would otherwise have claimed against **Your Motor Insurance Policy**.
- Any claim which has occurred within a country which is not covered by **your motor insurance policy**.
- Deliberate non-disclosure or criminal act, which is found to **Our** satisfaction to be of a fraudulent or false nature. **You** will be held responsible for any costs paid or due where this happens.
- Any **Insured Incident**, which happened outside the **Period of Insurance**.
- Any claim where the motor insurer does not provide cover under the terms of the underlying **Motor Insurance Policy**.

General Exclusions

We will not pay for:

Radioactive contamination

Excesses payable in respect of damage caused by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

War risks

War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.

Sonic Boom

Loss or damage caused by pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

Terrorism

Excesses payable in respect of damage directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**. For the purpose of this exclusion, "terrorism" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

General Conditions

Claims

In the event of any incident which may give rise to a claim **You** must follow the claims procedure detailed in this policy.

Governing Law and Language

This policy will be governed by English law, and **You** and **We** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless **You** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.

The contractual terms and conditions and other information relating to this contract will be in the English language.

Your information and what We do with it – Putting Your mind at rest

You trust **Us** to look after **Your** personal information when **You** buy **Our** products and **We** know **We** have a responsibility to protect this information. The details provided here are a summary of how **We** collect, use, share, transfer and store your information.

For full details of **Our** Privacy Notice, please go to www.ageas.co.uk/legal/privacy-policy/ or contact **Our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing thedpo@ageas.co.uk.

For the following information only, please note that references to **We**, **Us** or **Our** refers to Ageas Retail Limited, **Your Broker** and the **Underwriter**.

Collecting Your information

We collect a variety of information about **You**, such as:

- **Your** name, address, contact details and date of birth
- information about what and/or who **You** want to insure, such as vehicle details, named drivers, travel details and companions
- **Your** claims and credit history
- any criminal offences
- information about **Your** use of **Our** website such as **Your** IP address which is a unique number identifying **Your** computer
- special categories of personal information (previously known as 'sensitive personal information') such as details regarding **Your** health.

This information is necessary for **Us** to be able to provide **You** with a quotation and/or policy.

We also use a number of different sources to collect this information from, including:

- **You** or someone connected with **You**, as well as publicly available sources of information like social media and networking.
- third parties' databases that have been made available to the insurance industry, as well as where **You** have given **Your** permission to share information with third parties like **Us**.
- price comparison websites, if **You** have used them to obtain a quotation for a policy.

Using Your information

We use **Your** personal information and/or special categories of personal information to not only provide **You** with **Our** products and services, but to better understand and predict **Your** needs and preferences, so that **We** can continue to improve **Our** products and services to give **You** insurance that is right for **You**. These uses include:

- providing **You** with services relating to an insurance quotation or policy, for example:
 - assessing **Your** insurance application and arranging **Your** insurance policy including checking databases showing no claims discount entitlement and driving licence records
 - managing **Your** insurance policy including claims handling and issuing policy documentation to **You**.

Our assessment of **Your** insurance application may involve an automated decision to determine whether **We** are able to provide **You** with a quotation and/or the price. If **You** object to this being done, then **We** will not be able to provide **You** with insurance.

- where **We** believe **We** have a justifiable reason to do so, such as:
 - keeping information about **Your** current and past policies
 - preventing and detecting fraud, financial crime and anti-money laundering
 - carrying out processes such as research and analysis which may include computerised processes that profile **You**
 - providing sales information to third parties (for example price comparison websites) so that **We** fulfil **Our** legal obligations to them
 - recording and monitoring calls for training purposes
 - contacting **You** if **You** fail to complete an online quotation to see if **We** can offer **You** any help with this.

Please note that if **You** have given **Us** information about someone connected to **You**, **You** would have confirmed that **You** have their permission to do so.

Use of Your personal information when using Our websites and email communications

When **You** visit one of **Our** websites **We** may collect information which includes **Your** email and/or IP address. **We** may also use cookies and/or pixel tags on some pages of **Our** website. Useful information about cookies, including how to remove them, can be found on **Our** websites.

Sharing Your information

We share **Your** information with a number of different organisations, such as:

- other companies or brands within the Ageas group
- other insurers, business partners, agents or carefully selected third parties providing a service to **Us** or on **Our** behalf
- organisations that have a specific role laid out in law such as statutory bodies, regulatory authorities and other authorised bodies or where **We** have a duty to or are permitted to disclose **Your** personal information to them by law
- fraud prevention and credit reference agencies
- third parties **We** use to recover money **You** may owe **Us** or to whom **We** may sell **Your** debt
- other companies when **We** are trialling their products and services which **We** consider may improve **Our** services to **You** or **Our** business processes.

Unless required to by law, **We** would never share **Your** personal data without the appropriate and necessary care and safeguards being in place.

Keeping Your information

We will keep **Your** information only for as long as is reasonably necessary to provide **Our** products and services to **You** and to fulfil **Our** legal and regulatory obligations. Please see **Our** full privacy notice on **Our** website for more details.

Use and storage of Your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** or **Our** service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store **Your** information) to which foreign law enforcement agencies may have the power to access. However, **We** will not transfer **Your** information outside the EEA unless

it is to a country which is considered to have sound data protection laws or **We** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **Your** information.

Dealing with others acting on Your behalf

We will deal with individuals **You** nominate, including third parties **We** reasonably believe to be acting on **Your** behalf providing they are able to answer **Our** security questions. For **Your** protection though, **We** will need to speak to **You**, **Your** legal representative, someone that **You** have specifically given **Us** permission to speak to or a power of attorney should **You** want to change **Your** contact address or policy coverage or cancel **Your** policy.

Your rights

You have a number of rights in relation to the information **We** hold about **You**, including:

- asking for access to and a copy of **Your** personal information
- asking **Us** to correct, delete or restrict or **You** can object to the use of **Your** personal information
- withdrawing any previously provided permission for **Us** to use **Your** personal information
- complaining to the Information Commissioner's Office at any time if **You** object to the way **We** use **Your** personal information

Please note that there are times when **We** will not be able to delete **Your** information, such as where **We** have to fulfil **Our** legal and regulatory obligations or where there is a minimum statutory period of time for which **We** have to keep **Your** information. If this is the case, then **We** will let **You** know **Our** reasons.

How to make a claim

If **You** do need to make a claim, please read this policy wording to ensure the incident is covered under the terms of this policy. If **You** believe **Your** claim to be valid then contact Ageas Services (UK) Limited on **0345 125 2407**. Lines are open 24 hours a day, 365 days a year.

Before consideration is given to the settlement of **Your** claim, **You** will be required to provide supporting documentary evidence of **Your Excess**. This will either be a copy of **Your Excess** receipt or written confirmation from **Your** motor car insurance company of the **Excess**. Failure to provide necessary documentation may jeopardise **Your** claim.

Cancellation

This insurance is optional and **You** have a right to cancel **Your** policy during a period of 14 days from the **Purchase Date** of the policy or the day on which **You** receive **Your** policy document, whichever is the later. If **You** wish to cancel during this period, **You** will be entitled to a full refund of any premiums paid providing **You** have not made a claim, by contacting **Your Broker**. **You** can also cancel **Your** policy at any other time by calling **Your Broker** however you will not receive any refund of premium.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

1. Fraud
2. Non payment of premium
3. Threatening and abusive behavior
4. Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

This policy runs concurrently with **Your Motor Insurance Policy**. If **Your Motor Insurance Policy** is cancelled for any reason this policy will be cancelled also.

How to Make a Complaint

It is the intention to give **You** the best possible service but if **You** have a complaint about the way in which **Your** policy was sold to **You**, it should be addressed to **Your Broker** (all calls are recorded).

If **Your** complaint is specifically in relation to a claim, please contact the number provided to **You** on **Your** claims documentation, or please write to:

Customer Services Adviser
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

Or email: www.ageas.co.uk/complaints

We will try to resolve **Your** complaint by the end of the third business day and send you **Our** summary resolution letter. If we are unable to do this, we will write to **You** within five working days to let **You** know what **We** are doing to resolve **Your** complaint and let **You** know who is dealing with the matter. Within eight weeks of **Us** receiving **Your** complaint, **You** will receive a first response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. **You** can ask the Financial Ombudsman Service to review **Your** complaint if for any reason **You** are still dissatisfied with either **Our** summary resolution or final response letter, or if **We** have not issued **Our** final response within eight weeks from **You** first raising the complaint. **You** can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you've tried to resolve it with us. **You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9GE. Tel: 0300 123 9 123. Website: www.financial-ombudsman.org.uk

Referral to the Financial Ombudsman Service is free of charge, but **You** must do so within six months of the date of the resolution letter.

If **You** do not refer **Your** complaint within six months of **Our** final response to **You**, the ombudsman will not have **Our** permission to consider **Your** complaint and therefore will only be able to do so in very limited circumstances. For example, if **You** believe that the delay was as a result of exceptional circumstances.

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** cannot meet **Our** obligations **You** may be entitled to compensation under the scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim. **You** can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0800 678 1100.

Useful Contacts

Claims Department - Telephone: 0345 125 2407

Telephone lines are open open 24 hours a day, 365 days a year.

Authorisation

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IPT

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums, and is included in the premium **You** pay.