

# PRESTIGE MOTOR EXCESS PROTECTION



**PRESTIGE**  
UNDERWRITING SERVICES LTD



**ASSISTANCE**

redefining / service

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 Prestige Underwriting Services Limited (Prestige), a company registered in Northern Ireland under company number NI031853 whose registered office is at 10 Governors Place, Carrickfergus, Co. Antrim, BT38 7BN. Prestige is authorised and regulated by the Financial Conduct Authority, FCA Number 307105.

## Insurer

This policy is underwritten by Inter Partner Assistance S.A. UK Branch, which is part of the AXA Group.

## What makes up this policy?

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

## Cooling off period and cancellation

If you find that the cover provided under this policy does not meet your needs, please contact your Broker within 14 days of receiving this document and they will cancel this policy. You will receive a full refund of your premium, provided you have not made any claims.

If you choose to cancel the policy outside the 14 day period there will be no refund of premium.

We may cancel this policy by giving you at least fourteen 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 are still unable to collect a premium payment, we will contact you in writing requesting payment to be made by a specific date. If we do not receive payment by this date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
- If you otherwise cease to comply with the terms and conditions of this policy in any significant respect; and/or
- If the cost of providing this policy becomes prohibitive.

We may cancel this policy without giving you prior notice if, by law or other similar reasons, we are prevented or otherwise impeded from providing 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, unless you have made any claims. We reserve the right to refuse renewal of any individual policy.

We may cancel this policy without giving you prior notice and without refunding your premium 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.

Payment of valid claims made before cancellation will be made despite subsequent cancellation of this policy.

## 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 this document, they will always have the following meanings:

<b>Annual aggregate limit</b>	the total amount you have bought under your motor excess insurance policy as stated in your certificate of insurance.
<b>Certificate of insurance</b>	the document that contains the name of the policy holder and gives details of the cover provided by this motor excess insurance policy.
<b>Excess</b>	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.
<b>Home</b>	your main permanent place of residence in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
<b>Main insurance policy</b>	the motor vehicle insurance policy, provided by an insurer authorised to conduct insurance business in the United Kingdom.
<b>Motor excess insurance policy</b>	this insurance policy together with the respective certificate of insurance.
<b>Motor insurance</b>	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.
<b>Motor vehicle</b>	a private car, commercial vehicle, taxi or motorbike which is registered at your home address, which is covered by a current, valid main insurance policy and used within the terms of that policy, 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 7.5 tonnes, of which you are the owner or which you are authorised to drive.
<b>Period of insurance</b>	the period of time which this motor excess insurance policy applies to and that is shown on your certificate of insurance.
<b>Settled claim</b>	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.
<b>Third party</b>	a person or company liable to you in respect of a claim.
<b>Territorial Limit</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and Republic of Ireland.
<b>Waived or reimbursed</b>	a right is relinquished or an amount is paid under a main insurance policy.
<b>We/Us/Our</b>	Inter Partner Assistance S.A. UK Branch (the insurer), The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and any companies appointed by the insurer to process and settle any claims you may make under this policy. In the Data Protection section of this policy 'we' also means Prestige Underwriting Services Limited.
<b>You/your/policy holder</b>	the person whose name appears on the certificate of insurance of this motor excess insurance policy and is over 17 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.

## Annual aggregate limits available

Please refer to your certificate of insurance for details of the annual aggregate limit you have opted for under this policy.

Once you have made claims which total the annual aggregate limit, no further payments will be made under this policy and this 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 motor 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 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.
9. 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.
10. We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## What is not covered (Exclusions)

1. Claims for excess that do not arise from a main insurance policy.
2. Claims where the excess is waived or reimbursed or not exceeded.
3. Claims which took place outside the period of insurance of this motor excess insurance policy.
4. Claims where the incident took place outside the United Kingdom and Republic of Ireland.
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 where the Motor Vehicle is being used outside the use specified in the main insurance policy.
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 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

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.

1. Evidence the excess amount has been paid to your motor insurer following your claim
2. Evidence that your claim with your main insurer has been settled stating that you were at fault.
3. Certificate of main insurance policy that you have paid the excess on.

Via the internet:

Visit our claims web site at [www.excessclaim.co.uk](http://www.excessclaim.co.uk) where you will be able to register your claim online using the scheme code 10399.

Or

By Phone:

Please call us on **0800 434 6308** to notify your claim. You will receive a claim form to complete and will be asked to send us copies of your documents.

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 OR JEOPARDISE THE PAYMENT OF YOUR CLAIM.**

## Our promise

We want to give you the best possible service. If you are not happy with our service, the procedure below explains what you should do.

## Complaints procedure

We will always aim to do **our** best. However there may be times when **you** are not happy with **our** services.

If **you** have a complaint about **our** service, **you** can write to **our** Customer Relations Manager at:

Customer Relations – Motor Excess Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, UK. or you can phone us on : 01737 815 913

**We** will deal with **your** dissatisfaction as soon as **we** can and try to reach an amicable resolution.

If **we** are unable to reach a resolution within 8 weeks or if **you** are not happy with **our** resolution, **you** may have the right to refer the matter to the Financial Ombudsman Service by writing to:

**Financial Ombudsman Service**  
**Exchange Tower, London, E14 9SR**  
**E-mail: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)**

Following the complaints procedure does not affect **your** legal rights.

## 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, for policy administration, claims handling, complaints handling, sanctions checking and fraud prevention purposes, 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 claim, in order to provide the services 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 photographic evidence of the condition of your vehicle which is the subject of the claim, for the purpose of providing services under this policy and 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, both 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.

## Other formats

Please contact us if you would like a copy of these terms and conditions in another format such as in large print or on audio disc.

# Motor Excess Protection

## Insurance Product Information Document

Motor Excess is administered by Prestige Underwriting Services Limited on behalf of Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Company: Inter Partner Assistance

Product: Motor Excess Protection

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

### What is this type of Insurance?

Motor Excess is insurance that allows you to recover the excess that you are liable for following a successful claim under your main insurance policy



- ✓ **What is Insured?** An amount equal to the excess in relation to each settled claim on your main insurance policy up to annual aggregate limit
- ✓ Unsuccessful recovery of the excess cost from a third party



### What is not Insured?

- ✗ Claims for excess that do not arise from a main insurance policy
- ✗ Claims where the excess is waived or reimbursed or not exceeded
- ✗ Excess from a claim that took place outside the period of insurance of this motor excess insurance policy
- ✗ Excess payments in respect of claims refused by your main insurance policy
- ✗ Claims notified to us more than 31 days following the settlement of your claim under your main insurance or by a third party



### Are there any restrictions on cover?

- ! We will pay you the excess in respect of a valid claim up to the annual aggregate limit in respect of claims arising from a motor claim only. Your aggregate limit is specified in your certificate of insurance
- ! Once you have made a claim which totals the annual aggregate limit no further payments will be made under this policy



## Where am I covered?

- ✓ The cover provided in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and Republic Of Ireland



## What are my obligations?

- You should pay your premium for the policy
- You must provide receipts for any reimbursement based claims
- You must report any incident giving rise to a claim on this policy to your motor insurer and you must actively pursue repairs or settlement of your claim
- You must take reasonable steps to safeguard against loss or additional exposure to loss



## When and how do I pay?

You can pay your premium as a one-off payment annually



## When does the cover start and end?

- The contract is for a duration of one year and will start on the policy commencement date and will end one year later, as stated in your policy schedule
- A cooling off period applies, during which you have the right to cancel your policy for any reason back to the start date



## How do I cancel the contract?

A full refund will be made if:

- You contact your Broker within 14 days of receiving your policy documents: and
- You cancel to the start of the policy
- You have not made, and do not intend to make a claim: and
- No incident has occurred which may mean you need to make a claim