

# Vehicle excess reimbursement insurance

Policy wording



# Welcome

Thank you for buying vehicle excess reimbursement insurance with Lifesure. We're a broker with over 40 years' experience in insurance, working with partners that we know share the same values as us. It's because of this that you can be sure of the very best service from beginning to end. You're in safe hands with us.

This policy document, along with your policy schedule form your agreement with us. They also explain everything you need to know about the insurance you have, including what is and isn't covered. If anything's not clear to you, please call us and we'll be happy to talk you through it.

This agreement is based on the information that you provided when you applied for the policy. It's important that this is correct so please take a moment to check through your documents. Once you're happy, please keep them together, somewhere safe.

Hopefully, you'll never need to but if you do need to claim, you can contact our partners using the details on page 7. Although we don't handle the claim ourselves, do contact us if you're unsure of the process or you need help at any point.

Of course, if you need to contact us, please call on 01480 402 460. We are open Monday-Friday, 8am to 8pm and Saturday, 8am to 12pm.

Thanks again for choosing Lifesure.

Kind regards

Paul Reid  
Managing Director, Lifesure

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## About your policy

### What makes up this policy?

This policy wording and the **Schedule** must be read together as they form **Your** insurance contract.

### Insuring clause

In consideration of payment of the premium, the insurer will indemnify or otherwise compensate You against financial loss as described in and subject to the terms, conditions, limits and exclusions of this policy, occurring or arising during the Period of Insurance or any subsequent period for which the insurer agrees to accept a renewal premium.

### Consumer insurance act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- Supply accurate and complete answers to all the questions **We** or the administrator may ask as part of **Your** application for cover under the policy.
- To make sure that all information supplied as part of **Your** application for cover is true and correct
- Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

## About your insurer

### Selling broker

Lifisure Group Limited, An FCA authorised intermediary, who is acting on behalf of the customer and able to advise upon, sell and administer general insurance products in the UK.

### Marketing intermediary

Soter Professional Services Ltd (FCA number 570538), which is authorised and regulated by the Financial Conduct Authority (or equivalent) to carry out general insurance mediation business activities in and from within the United Kingdom. Soter Professional Services Ltd deals with Lifisure Group Limited in relation to this insurance.

### Insurer

This insurance is arranged by Soter Professional Services Ltd & Strategic Insurance Services Limited with Astrenska Insurance Limited Company Registration Number: 1708613, Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

### Lifisure Group Limited

**Lifisure Group Limited** was formed in 1971 and one of the principles upon which the company has been built has been to offer a consistently high level of customer care. If **you** wish to learn more about the Lifisure Group, please visit **our** website at [lifisure.co.uk](http://lifisure.co.uk).

### Authorised Signature



**Paul Reid**  
**Managing Director**  
**Lifisure Group Limited**

## Making sense of your policy: definitions

Where **We** explain what a word means that word will be highlighted in **bold print** and will have the same meaning wherever it is used in the policy.

### Annual Aggregate Limit

The maximum amount payable in the **Period of Insurance** as shown in **Your Schedule**.

### Business Use Class 3

The **Insured Person** and any **Named Driver(s)** using the **Motor Vehicle** for business, to solicit orders or to deliver pre-purchased goods. This also includes anyone who uses the **Motor Vehicle** to travel from customer to customer on commercial business.

### Commercial Use

The **Insured Person** and any **Named Driver(s)** using the **Motor Vehicle** as a taxi, minicab, limousine or driving school or being used for commercial use by sales representatives who have use and responsibility for their own company vehicle.

### Excess

The amount **You** are responsible for/have to pay under the terms of **Your Motor Insurance Policy**.

### Imminent Claim

An **Incident** that could give rise to a claim under this policy that **You** are or were aware of prior to the inception date of this policy that was to be or had just been reported under **Your Motor Insurance Policy**.

### Incident

A claim occurrence under **Your Motor Insurance Policy** during the **Period of Insurance**.

### Motor Insurance Policy

**Your** insurance policy covering social, domestic, pleasure and commuting use by the **Policyholder** and/or a **Named Driver(s)**; issued by an authorised and regulated **Motor Insurer** to **You** in respect of **Your Motor Vehicle**.

### Motor Insurer

An authorised UK **Motor Insurer**.

### Motor Vehicle

One of the following as declared on **Your Schedule of Cover**

- a) PRIVATE MOTOR also called a car (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry no more than seven (7) passengers.
- b) BUSINESS CAR (not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven (7) passengers that is used for personal and/or commercial business.
- c) MOTORCYCLE (also called a motor bicycle or motorbike) which is constructed with two-wheels and powered by an engine
- d) COMMERCIAL VEHICLE not exceeding an unloaded weight of 3.5 metric tonnes being used for transporting goods.
- e) COMMERCIAL VEHICLE greater than an unloaded weight of 3.5 metric tonnes but not exceeding 44 metric tonnes being used for transporting goods.
- f) TAXI a hire car with a maximum of nine (9) seats which can be engaged, by arrangements made in a public place between the person to be converted in it or by prior arrangement.
- g) MOTORHOME (also called recreational vehicles) which is constructed for the carriage and accommodation of passengers and their effects and is adapted to carry no more than seven (7) passengers.
- h) CARAVAN (also called touring caravan) which is constructed for the carriage and accommodation of passengers and their effects and is adapted to carry no more than seven (7) passengers.

of which **You** are the owner or which **You** are authorised to drive.

## Making sense of your policy cont'd

### **Named Driver(s)**

Drivers in addition to **You** who are permitted to drive under the terms of **Your Motor Insurance Policy**.

### **Period of Insurance**

The period for which **We** have accepted the premium as stated in **Your Schedule**.

### **Schedule**

This forms part of this policy document and contains the name of the **Policyholder** and gives details of the cover provided by this policy.

### **Terrorism**

Any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **Waived or Reimbursed**

Where a third party has already made good the **Excess** shown in the schedule of **Your Motor Insurance Policy**.

### **We/Us/Our**

Astrenska Insurance Limited.

### **You/Your/Insured Person/Policyholder**

The person whose name appears within **Your Schedule**.

## How to make a claim

**Your** claim will be handled on the insurer's behalf by Davies Group Limited. Davies Group Limited who, whilst handling claims, is acting as an agent of the insurer. The claim process has been specifically designed to make it as quick and efficient as possible to process and handle **Your** claim.

**You** will be asked to provide **Your** scheme code which is **20193**

### **If You have access to the internet:**

Visit **Our** claims website: [www.excessprotectionclaims.davies-group.com](http://www.excessprotectionclaims.davies-group.com) where **You** will be able to register **Your** claim. **Our** internet solution is the quickest and easiest way to submit **Your** claim to **Us**.

### **If You do not have access to the internet:**

Please call Davies Group Limited on 0344 856 2359 to notify **Us** of **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 be specified to **You**. When calling **Us**, please have **Your** policy number to hand. Please note that a postal claim may take significantly longer to settle than an online claim; especially if **We** need to write to **You** to request additional information.

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

**Davies Group** are an insurers agent and in the matters of a claim act on behalf of the insurer.



## Your cover

### What is covered

1. Cover is provided for the **Excess** that **You** are responsible for following the successful settlement of any loss, destruction or damage for **Your Motor Vehicle** under **Your Motor Insurance Policy** in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where **You** were at fault the claim will be settled when **We** are in receipt of the settlement letter from **Your Motor Insurer**. For claims where **You** are deemed either partially at fault or not at fault if **Your Excess** is not recovered from the third party within six (6) months from the **Incident We** will reimburse any **Excess** payment for which **You** have been made liable up to the **Annual Aggregate Limit** insured under the policy.
2. Cover will only operate when the **Excess** of **Your Motor Insurance Policy** is exceeded and following the successful claim payment.
3. The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown in **Your Schedule**. Once the **Annual Aggregate Limit** is exhausted this policy is automatically cancelled and **You** are then liable for all and any future **Excess** payments as defined in **Your Motor Insurance Policy**.

### What is not covered

1. Any claim that **Your Motor Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
2. Any claim that is refused under **Your Motor Insurance Policy**.
3. Any claim where the **Motor Vehicle** is being used:
  - a) for **Commercial Use, Business Use Class 3** or hire and reward unless **Your Motor Vehicle** has been declared as a BUSINESS CAR, COMMERCIAL VEHICLE or a TAXI
  - b) for any purpose in connection with the motor trade
  - c) in any competition, trial, performance test, race or trial of speed, including off-road events, whether between **Motor Vehicles** or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.
4. Any claim under **Your Motor Insurance Policy** which occurred prior to the **Period of Insurance** as shown on **Your Schedule** that **You** were aware was an **Imminent Claim**.
5. Any claim notified to **Us** more than thirty-one (31) days following the successful settlement of **Your** claim under **Your Motor Insurance Policy**.
6. Any contribution or deduction from the settlement of **Your** claim against **Your Motor Insurance Policy** other than the stated policy **Excess** for which **You** have been made liable.
7. Any claim that has been **Waived or Reimbursed**.
8. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
9. Any claim arising from glass repair or replacement.
10. Any claim arising from breakdown or misfuel.
11. Any claim resulting from war and/or **Terrorism**.
12. Any claim resulting from:
  - 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 cancel your policy

### Cooling Off Period - fourteen (14) days

Soter Professional Services Ltd will refund **Your** premium in full if, within fourteen (14) days, **You** decide that it does not meet **Your** needs or that **You** do not want this policy, provided **You** have not reported a claim.

The fourteen (14) day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the later.

### Cancelling outside of the Cooling Off Period

Once the fourteen (14) days has expired, **You** have the right to cancel this insurance, however, no refund of premium will be due to **You**.

If **You** wish to request a cancellation then please contact **Your** selling broker from whom **You** purchased this policy.

### Important note

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving fourteen (14) 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:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) 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.

## How to make a complaint

**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, **You** should address **Your** enquiry/complaint to:

**For sales complaints:**

**The Complaints Manager, Lifesure Group Limited, 3 Fenice Court, Eaton Socon, St Neots, PE19 8EW**

Tel: **01480 402460**

**For claim complaints:**

**Customer Care, Davies Group Limited, PO Box 2801, Stoke-on-Trent, ST4 9DN.**

Tel: **0344 856 2015**

Email: **customer.care@davies-group.com**

Please provide full details of **Your** policy and in particular **Your** policy/claim number to help **Your** enquiry to be dealt with speedily.

If **Your** complaint is not resolved within 8 weeks or **You** are not satisfied with the outcome **You** may be able to refer the complaint to the Financial Ombudsman Service (Ombudsman): -

**The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR**

Tel: **0800 023 4567**

Email: **complaint.info@financial-ombudsman.org.uk**

Website: **www.financial-ombudsman.org.uk**

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 (FSCS)**

Astrenska 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 [fscs.org.uk](http://fscs.org.uk).

## Policy conditions

### Law and jurisdiction

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

### Conditions applicable

1. **Your** Motor Excess Protection Insurance Policy will continue to respond for the **Period of Insurance** or until **Your Annual Aggregate Limit** is exhausted; whichever comes first.
2. **Your Motor Insurance Policy** must be maintained, current and valid.
3. The **Insured Person** must match the name of the individual stated on **Your Motor Insurance Policy**.
4. In the event that any misrepresentation or concealment is made by **You** or on **Your** behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.
5. Right of Recovery - **We** can take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this policy.
6. Other Insurance - If **You** were covered by any other insurance for the **Excess** payable following the **Incident**, which resulted in a valid claim under this policy, **We** will only pay **Our** proportionate share of the claim.
7. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. **We** will only give **You** the cover that is described in this policy if **You** have complied with the terms and conditions under **Your Motor Insurance Policy** and all the terms and conditions of this insurance policy, as far as they apply.
9. If **You** make a claim under this policy that is found to be false or fraudulent in any way, the policy is void and any claim will not be paid.
10. This insurance is only valid if **You** are a permanent resident of the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
11. **You** and any **Named Driver(s)** must have a full and valid UK driving licence, or hold a full and valid EEA licence.
12. **We** have the right to approach any third party in relation to **Your** claim.

### Financial crime policy statement

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance** **We** may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the **Schedule**. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.

## Data protection notice

Lifasure, the underwriter, and other companies related to this insurance may use the personal and business details you have given us to: provide you with a quotation; deal with your policy; search credit reference and fraud agencies who may keep a record of the search; share with other insurance organisations to help offset risks, help administer your policy and to handle claims and prevent fraud; support the development of our business by including your details in compliance business reviews which may be carried out by third parties acting on our behalf.

We may need to collect 'special category data' relating to insured persons, which under the EU General Data Protection Regulation (**GDPR**) and Data Protection Act 2018 (**DPA 2018**), includes information relating to health and data about criminal convictions or offences. Special category data may be required for the purpose of evaluating the risk or administering claims. We will ensure that we have explicit consent from the insured persons for processing this type of information.

Personal data may be transferred to countries outside the EEA. All data will be held securely and handled in accordance with the principles of applicable data protection laws.

Under the GDPR and DPA 2018 individuals also have a number of rights relating to their personal information, which includes the right to access their personal data and supplementary information, which can be requested free of charge. Your rights are outlined in full in Lifasure's data privacy notice, which can be accessed at: [Lifasure.co.uk/privacy](https://www.lifasure.co.uk/privacy). Should you need to contact Lifasure's Data Protection Officer, please email: [dpo@lifasure.co.uk](mailto:dpo@lifasure.co.uk)

For details of privacy policies and contact details for the relevant data protection officers for the underwriter of your policy, please refer to your policy schedule.









