

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

Policy underwriters

This insurance is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

Lifesure Group Limited

Lifesure 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 Lifesure Group, please visit **Our** website at lifesure.co.uk.

Authorised Signature



Paul Reid
Managing Director
Lifesure 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, commuting, commercial use, or business use up to **Business Use Class 3** 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.

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/Insurer

Collinson Insurance (a trading name of 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.

If You have access to the internet:

Visit **Our** claims website: <https://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.

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** is not exceeded.
2. Any claim that is refused under **Your Motor Insurance Policy**.
3. Any claim unless it is relating to **Your Motor Vehicle** as detailed in **Your Schedule**.
4. 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.
5. 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**.
6. Any claim notified to **Us** more than thirty-one (31) days following the successful settlement of **Your** claim under **Your Motor Insurance Policy**.
7. 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.
8. Any claim that has been **Waived or Reimbursed**.
9. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
10. Any claim arising from glass repair or replacement.
11. Any claim arising from breakdown or misfuel.
12. Any claim resulting from war and/or terrorism.
13. Any claim resulting from:
 - 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

We 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**.

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
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask

Where **Our** investigations provide evidence of fraud or a serious non-disclosure, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover, unless the reason for cancellation is fraud and/or **We** are entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Fraud

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- Fails to reveal or hides a fact likely to influence whether **We** accept your proposal, **Your** renewal, or any adjustment to **Your** policy.
- Fails to reveal or hides a fact likely to influence the cover **We** provide.
- Makes a statement to **Us** or anyone acting on our behalf, knowing the statement to be false.
- Sends **Us** or anyone acting on our behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge.

If **Your** claim is in any way dishonest or exaggerated, **We** will not pay any benefit under this policy or return any premium to **You**, and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

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:

Tel: **0344 856 2015**

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

We will respond to **Your** complaint within four weeks of receiving it. **Our** response will be **Our** final decision based on the information provided. If there's a delay in **Our** investigations, we'll explain the reason and give **You** an estimated timeframe for reaching a decision.

If, for any reason, **You're** still dissatisfied or haven't received a final answer within eight weeks, **You** have the right to escalate **Your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

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**

Following this complaints procedure does not stop **You** from taking legal action.

Financial Services Compensation Scheme (FSCS)

This policy is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **We** cannot meet **Our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100

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** Vehicle Excess Reimbursement 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. 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.
5. 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.
6. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
7. **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.
8. 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.
9. **You** and any **Named Driver(s)** must have a current and valid UK driving licence, or hold a full and valid EEA licence.
10. **We** have the right to approach any third party in relation to **Your** claim.

Financial crime policy statement

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

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

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.

Insurer data protection notice

As a data controller, **We** collect and process information about **You** so that **We** can provide **You** with the products and services **You** have requested. **We** also receive personal information from **Your** agent on a regular basis while **Your** policy is still live. This will include **Your** name, address, risk details and other information which is necessary for **Us** to:

- Meet **Our** contractual obligations to **You**.
- Issue **You** this insurance policy.
- Deal with any claims or requests for assistance that **You** may have.
- Service **Your** policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **Your** policy being cancelled or treated as if it never existed.
- Protect **Our** legitimate interests.

In order to administer **Your** policy and deal with any claims, **Your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **Our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **We** will have strict contractual terms in place to make sure that **Your** information remains safe and secure.

We will not share **Your** information with anyone else unless **You** agree to this, or **We** are required to do this by **Our** regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **We** have collected from **You** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **Your** identity. If fraud is detected, **You** could be refused certain services, finance, or employment. Further details of how **Your** information will be used by **Us** and these fraud prevention agencies and databases, and **Your** data protection rights, can be found by visiting <https://cifas.org.uk/fpn> and <https://insurancefraudbureau.org/privacy-policy>.

Processing **Your** data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **You** have with **Us**.
- Is in the public or your vital interest: or.
- For **Our** legitimate business interests.

If **We** are not able to rely on the above, **We** will ask for your consent to process **Your** data.

How **We** store and protect **Your** information

All personal information collected by **Us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process your personal information during the period of insurance and after this time so that **We** can meet our regulatory obligations or to deal with any reasonable requests from **Our** regulators and other authorities.

We also have security measures in place in **Our** offices to protect the information that **You** have given **Us**.

How **You** can access **Your** information and correct anything which is wrong.

You have the right to request a copy of the information that **We** hold about **You**. If **You** would like a copy of some or all of **Your** personal information, please contact **Us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **We** may either make a reasonable charge for this service or refuse to give **You** this information if **Your** request is clearly unjustified or excessive.

We want to make sure that **Your** personal information is accurate and up to date. **You** may ask **Us** to correct or remove information **You** think is inaccurate.

If **You** wish to make a complaint about the use of **Your** personal information, please contact **Our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk>

