

# Excess Protection Insurance Documents

# WELCOME

Thank you for arranging your motorcycle insurance through Express Insurance Services we hope you find this booklet useful in ensuring you get the most out of your additional cover options.

Contained within this booklet is information about your additional cover, please note cover only applies if you have paid the additional premium. Please take time to read the policy wording and your Express Insurance Services Terms of Business (enclosed within your policy document pack) as they contain vital information about your policy.

If you have any queries regarding this policy, please contact us:

Phone: 0800 049 0217

E-mail: [bikes@carolenash.com](mailto:bikes@carolenash.com)

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## EXCESS PROTECTION

### COVER ONLY APPLIES IF YOU HAVE PAID THE ADDITIONAL PREMIUM

This policy is underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR and 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. This Insurance policy is governed by the laws of England and Wales.

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.

### DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy.

#### ANNUAL AGGREGATE LIMIT

Means the policy will continue to respond for the period of the cover or until Your chosen level of indemnity on the reimbursement is exhausted; which ever comes first. 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 main **Motor Insurance Policy** for the remainder of this **period of insurance**.

#### ASSOCIATED MOTOR POLICY

The **motorcycle** policy in effect at the same time as this contract.

### AXA ASSISTANCE (UK) LIMITED

The administrator of this policy, which is a member of the **AXA Assistance** Group. Their registered address is:

The Quadrangle  
106-118 Station Road  
Redhill  
Surrey  
RH1 1PR  
UK

### BUSINESS USE CLASS 3 (BU3)

Means the insured and authorised riders 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 vehicle to travel from customer to customer for commercial business use.

### COMMERCIAL TRAVEL

Means commercial use by sales representatives who has sole use & responsibility for his own company **motorcycle**.

### EVENT

Means each claim occurrence during the **Period of Insurance**.

### EXCESS

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

### IMMINENT CLAIM

Means that You are aware and or were in the knowledge of a claim prior to the attachment date of this policy that was to be or had just been reported to Your main policy insurer.

### MOTORCYCLE

Means a **motorcycle** (also called a bike or motorbike) which is constructed with two wheeled and powered by an engine of which You are the owner or which You are authorised to drive.

### MOTOR INSURANCE POLICY

Means the Insurance Policy issued by an authorised **Motor Insurer** to You in respect of **Your Motorcycle**.

### MOTOR INSURER

Means an authorised **Motor Insurer**.

### NAMED RIDER(S)

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

### PERIOD OF INSURANCE

Means the period as stated in **Your** Policy Document.

### POLICY 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.

### TERRITORIAL LIMITS

UK: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### POLICY SCHEDULE (ALSO KNOWN AS AUTO INSURANCE , CAR INSURANCE , VEHICLE INSURANCE MOTOR INSURANCE OR MOTOR BIKE INSURANCE)

Is insurance purchased for vehicles. Its primary use is to provide protection against losses and or damage incurred as a result of traffic accidents and against liability that could be incurred in an accident.

### WAIVED OR REIMBURSED

Means where a third party has already made good which is the first amount of any claim, shown in the schedule under own damage of **Your Motor Insurance Policy**.

### WE/US/OUR

Means Inter Partner Assistance S.A. UK Branch

### YOU/YOUR/INSURED PERSON

Means the person whose name appears at the top of **Your Policy Schedule**.

### YOUR VEHICLE

Any **Motorcycle** that You have given us details of and for which we have issued a certificate of motor insurance

## SECTION 1 - EXCESS PROTECTION

### COVER ONLY APPLIES IF YOU HAVE PAID THE ADDITIONAL PREMIUM

#### WHAT IS INSURED

- cover is provided for the **Excess** that **You** would have been responsible for following the successful settlement of any physical damage claim for **Your vehicle** by **Your** Motor Vehicle Insurer in respect of claims arising as a result of accidental damage, fire, theft, or vandalism.
- the maximum amount payable under this policy, with the level of coverage is the amount **You** would have to pay, which is the first amount of any claim, shown in the schedule under own damage of **Your Motor Insurance Policy**. Only when the **Excess** of the current and valid **Motor Insurance Policy** is exceeded will this **Excess** Protect policy apply.
- coverage limit available.
- £500 in any one policy period
- please refer to the **Policy Schedule** for **Your** annual aggregate coverage limit.

#### WHAT IS NOT COVERED (EXCLUSIONS)

- claims under a lower value than the value of the **Excess** of the main insurance policy.
- any claim on the main insurance policy which occurred prior to the attachment date of this Insurance as shown on **Policy Schedule** or **You** were in the knowledge that a claim was imminent.
- any claim notified to **Us** more than 31 days following the settlement of **Your** claim by **Your** main policy Insurer.
- any motor claim that involves **Commercial Travel** where **You** are not the sole user rider.
- 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.
- where a third party has **waived your** liability to pay the **excess** or has **reimbursed** the **excess** that **you** have paid.
- any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
- any claim that is refused by **Your** main policy Insurers to whom **You** are claiming.
- any **Excess** claim arising from glass repair or replacement.
- any losses caused by war, revolution or any similar **event**.
- 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
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
- any incident which occurred outside the **Territorial Limits**.

## HOW TO MAKE A CLAIM - EXCESS PROTECTION

**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.

- scheme code: 10352.
- evidence that the **excess** amount has been paid to **your motor insurer** following **your** claim.
- confirmation that **your** claim with **your motor insurer** has been settled stating that **you** were at fault.
- certificate of **Motor Insurance Policy** you have paid the **excess** on.
- the **Policy Schedule** or documentation detailing **excess** cover.

#### VIA THE INTERNET

Visit **our** claims web site:

<https://www.excessclaim.co.uk> where **you** will be able register **your** claim on line.

#### BY PHONE

Please call **AXA Assistance** on 01737 826 082 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.

## POLICY CONDITIONS WHICH APPLY TO EXCESS PROTECTION

**You** must comply with the following conditions to have the full protection of **Your** policy.

### COVER

Is provided under the following Use Types;

- Social Domestic Pleasure & commuting
- Personal Business Use By Policyholder/Named Driver(s)
- Personal Business Use by Policy Holder & Named Driver(s)
- Business use by Policy Holder/Named Driver excluding **commercial travel (BU3)**

### 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.

### 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** share of the claim.

### REASONABLE PRECAUTIONS

**You** must take reasonable steps to safeguard against loss or additional exposure to loss.

### FRAUDULENT CLAIMS

If **You** make a claim under this Policy that is false or fraudulent in any way, the Policy is void and any claim will not be paid.

### THE EXCESS PROTECT POLICY

The **Excess** Protect policy will continue to respond for the period of the insurance or until **Your** chosen level of indemnity on this **Excess** Protect policy is exhausted; whichever comes first.

### AUTOMATIC TERMINATION OF COVER

All cover provided by this policy will cease immediately and on the same day as the associated motor policy is lapsed or it is cancelled or voidable in accordance with the terms of the associated motor policy for whatever reason and no refund will be made. This condition does not apply if an immediate replacement **motorcycle** policy is issued by Express Insurance Services

### THE POLICYHOLDER

The policyholder as stated on the **Policy Schedule** must match the lead name of the individual on the **policy schedule** for this policy to apply.

### ONLY WHEN THE EXCESS

Only when the **excess** of the current and valid main insurance policy is exceeded and following the successful claim payment, will this Policy apply.

### PENDING LOSSES

Must not be aware of any pending losses on **Your vehicle** which will give rise to a claim on this policy.

### MISREPRESENTATION/CONCEALMENT

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.

### YOUR RIGHT TO CANCEL

Express Insurance Services will refund in full **your** premium if within 14 days of purchasing this insurance **you** decide that it does not meet **your** needs, providing that **you** have not reported or intending to report a claim.

### CANCELLATION

Once the 14 days has expired **you** may cancel this policy but no refund will be given.

### COMPENSATION SCHEME

Inter Partner Assistance S.A. UK Branch is a member of the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS ([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:

- use of sensitive information about the health or vulnerability of **you** or others involved in **your** insurance claim, in order to evaluate **your breakdown** assistance claim and provide other services as described in this **policy**;
- 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 **excess** protection claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- 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
- 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 S.A. UK Branch 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.

## OUR CUSTOMER CARE POLICY

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of **our** customers. **We** therefore have procedures in place to investigate and remedy any area of concern.

### IF YOUR COMPLAINT IS IN RELATION TO EXPRESS INSURANCE SERVICES:

If **you** wish to complain about the services provided by Express Insurance Services, such as the way **your** policy was sold to **you**, please contact Carole Nash:

By phone: 0800 049 0217

In writing:

Compliance and Risk Team  
Express Insurance Services  
Trafalgar House  
110 Manchester Road  
Altrincham  
Cheshire  
WA14 1NU

### IF YOUR COMPLAINT IS IN RELATION TO EXCESS PROTECTION

Please Write to:

Quality Manager  
Inter Partner Assistance S.A. UK Branch  
The Quadrangle  
106-108 Station Road  
Redhill  
Surrey  
RH1 1PR  
UK

By e-mail: [quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk)

By phone: 01737 815 215

### FINANCIAL OMBUDSMAN SERVICE

If **you** are still unhappy following receipt of the final response, **you** can refer the dispute to the Financial Ombudsman Service within 6 months who will review

**your** case on an independent basis. The address is:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that the Financial Ombudsman Service will only deal with **your** complaint if **you** have already given the insurer the opportunity to resolve it. Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

### FINANCIAL SERVICES COMPENSATION SCHEME

**We** and Express Insurance Services are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if either party cannot meet its 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 obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100 or 020 7741 4100.



**Express Insurance Services**

Trafalgar House  
110 Manchester Road  
Altrincham  
Cheshire  
WA14 1NU.

Tel: 0800 049 0217

Email: [bikes@expressbikeinsurance.com](mailto:bikes@expressbikeinsurance.com)

Website: [www.expressbikeinsurance.com](http://www.expressbikeinsurance.com)

This policy and other associated documentation are also available in large print, audio and braille. If you require these formats please contact Express Insurance Services.

Express Insurance Services for motorcycle insurance is arranged and administered by Carole Nash Insurance Consultants Limited. Express Insurance Services for motorcycle insurance is a trading style of Carole Nash Insurance Consultants Ltd. which is authorised and regulated by the Financial Conduct Authority registered in England and Wales No.2600841.