

JUST MOTOR INSURANCE
MOTOR EXCESS
PROTECTION
DOCUMENTS



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WELCOME

We hope you find this booklet useful in ensuring you get the most out of your **excess** protection cover.

Contained within this booklet is information about your cover. Please take time to read this and your Just Motor Insurance Terms of business (enclosed with your documents) as they contain vital information about your cover.

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

Phone: 0333 321 0650

Email: cars@justmotorinsurance.com

Thank you for choosing Just Motor Insurance.

EXCESS PROTECTION

This policy is underwritten by 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.

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 apply. The cover you hold is set out in the accompanying **policy schedule**.

DEFINITIONS

The following words or phrases have the meanings given below whenever they appear in the **Excess Protection** policy wording. These will be shown in bold.

ANNUAL AGGREGATE LIMIT

Means the policy will continue to respond for the period of the cover or until your level of indemnity as shown on your **policy schedule** 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 motor 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 drivers 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

Using the 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.

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**. 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.

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 motor policy insurer.

MOTOR INSURANCE POLICY

Means the Insurance Policy issued by an authorised **Motor Insurer** to you in respect of **your Vehicle**.

MOTOR INSURER

Means an authorised **Motor Insurer**.

NAMED DRIVER(S)

Means drivers 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.

VEHICLE INSURANCE

[ALSO KNOWN AS AUTO INSURANCE, CAR INSURANCE, VEHICLE INSURANCE OR MOTOR 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 a right is relinquished or an amount is paid under a **motor insurance policy**.

WE/US/OUR

Means Inter Partner Assistance S.A. UK Branch (the insurer) and **AXA Assistance (UK) Ltd** (the administrators of this policy) both of The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK, RH1 1PR.

you/your/Insured Person

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

YOUR VEHICLE

Any Vehicle that you have given **us** details of and for which **we** have issued a certificate of motor insurance.

MAKING A CLAIM

Your claim will be handled by **AXA Assistance (UK) Ltd** or any claims handling firm appointed by the insurer. 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: 1039. 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. Please quote your scheme code 10352 when you submit your claim.

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 334 004 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.

COVER PROVIDED

- 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.
- Claims for incidents which took place outside the **period of insurance** as shown on your **policy schedule** or you were in the knowledge that a claim was imminent.
- any claim notified to **us** more than 12 months following the settlement of your claim by your main policy Insurer.
- any motor claim that involves **Commercial Travel**.
- 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**.
- **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.

YOUR RIGHT TO CANCEL

Just Motor Insurance will refund in full your premium if within 14 days of purchasing this cover you decide that it does not meet your needs, providing that you have not reported or do not intend to make a claim.

In the **event** of cancellation outside the cooling off period no refund of premium will be made.

CANCELLATION

We reserve the right to cancel this Policy by giving you 30 days notice in writing at your last known address. Valid reasons may include but are not limited to:

- Where **we** suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means **we** longer wish to provide cover.

You may cancel this Policy by giving **us** notice in writing. **We** will cancel the Policy from the date **we** receive your notice or any later date you request. In the **event** of cancellation outside the cooling off period no refund of premium will be made.

CONDITIONS APPLICABLE

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)**
- Business use by Policy Holder/**Named Driver** excluding **commercial travel**

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 PROTECTION POLICY

The **Excess** Protect policy will continue to respond for the period of the insurance or until the 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 **motor insurance policy** is issued by Just Motor Insurance.

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**.

THE POLICYHOLDER

In the **event** of cancellation outside the cooling off period no refund of premium will be made.

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

You 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.

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:

- a. use of sensitive information about the health or vulnerability of you or others involved in **your** insurance claim, in order to evaluate **your** claim and provide other services as 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 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 evidence of the condition of the property subject of the excess claim, which you have provided for the purpose of 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, 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

Our full data privacy notice is available at: www.axa-assistance.co.uk. Alternatively, a hard copy is available from us on request.

COMPLAINTS PROCEDURE

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 JUST MOTOR INSURANCE:

If you wish to complain about the services provided by Just Motor Insurance, such as the way your policy was sold to you, please contact Just Motor Insurance:

Phone: 0333 321 0652

In writing:

Compliance and Risk Team
Just Motor Insurance
Embankment West Tower,
101 Cathedral Approach,
Salford,
M3 7FB

cars@justmotorinsurance.com

IF YOUR COMPLAINT IS IN RELATION TO THE INSURER, PLEASE WRITE TO:

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

Phone: 01737 815 215

Email: quality.assurance@axa-assistance.co.uk

FINANCIAL OMBUDSMAN SERVICE

If **you** have been given a final response and **you** remain dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS). Their address is:

Exchange Tower
London
E14 9SR, UK

Phone: 0800 023 4567 or 0300 123 9123

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

Please note that the Financial Ombudsman Service will only deal with **your** complaint if **you** have already given the Insurer or **Just** Motor Insurance Services 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.

COMPENSATION SCHEME

nter 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).

FINANCIAL CONDUCT AUTHORITY

Just Motor Insurance is a trading style of Carole Nash Insurance Consultants Ltd, which is authorised and regulated by the Financial Conduct Authority, under firm reference number 307243.

DATA PROTECTION ACT

Please read the paragraphs below, which define how **we use** information about **you** for the purpose of providing **you** with insurance services and additional products and services.

We appreciate the importance of the protection, confidentiality and security of **your** information.

PERSONAL INFORMATION

By purchasing **our** products and services, **you** agree that **we** may:

- a. disclose and **use** information about **you** and **your** insurance cover to companies within the **AXA** group of companies, to its service providers and agents in order to administer and service **your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b. monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c. undertake all of the above within and outside the United Kingdom and the European Union. This includes processing **your** information in other countries in which data protection laws are not as comprehensive as in the European Union. **However, we** have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries, as there is in the European Union.

If **you** want to know what information is held about **you** by nter Partner Assistance S.A. UK Branch, please write to **us** at:

Data Protection Officer
The Quadrangle
106-118 Station Road
Redhill
RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate for the above.

We monitor and record phone calls to help maintain **our** quality standards and for security purposes.

***THIS POLICY AND OTHER ASSOCIATED DOCUMENTATION
ARE ALSO AVAILABLE IN LARGE PRINT, AUDIO AND
BRAILLE. IF YOU REQUIRE THESE FORMATS PLEASE
CONTACT JUST MOTOR INSURANCE.***

justmotorinsurance.com

e: cars@justmotorinsurance.com t: 0333 321 0650

*Just Motor Insurance is a trading style of Carole Nash Insurance Consultants Ltd
which is authorised and regulated by the Financial Conduct Authority.*

*Carole Nash Insurance Consultants Ltd is registered in England and Wales No 2600841.
Registered Office: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB*

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