



# Excess Protect Policy Wording

FJ/PW/CEP/26/04/2016/V5000



Part of the Towergate Group



# Excess Protect

This Policy is arranged by Footman James. **You** can write to Footman James at **Our** registered office address:

Footman James, Castlegate House, Castlegate Way,  
Dudley, West Midlands DY1 4TA

Footman James is a trading name of Towergate Underwriting Group Limited, which is authorised and regulated by the Financial Conduct Authority. Towergate Underwriting Group Limited's FCA regulated number is 313250. **You** can check this by viewing the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register).

Any reference to '**We**', '**Us**' and '**Our**' are to the insurer named on the **Schedule**.

This is **Your** Excess Protect Policy Document. Read this booklet, the **Schedule** and Certificate of Motor Insurance carefully and keep them in a safe place. If **You** have any questions about any of **Your** additional cover insurance documents, contact **Your** insurance broker Footman James.

## Name of Insurance undertaking

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **Us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register).

## Important information

This document sets out the terms and conditions of **Your** cover and it is important that **You** read it carefully. There are different levels of cover available. The cover **You** hold will be set out in the accompanying policy **Schedule**. If changes are made, these will be confirmed to **You** separately in writing. Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that **You** must follow so **You** are entitled to the cover.

## Your right to cancel

If this insurance does not meet **Your** needs, **You** can cancel it within 14 days of receiving **Your** documents or within 14 days of the start date of **Your** policy, whichever is later. If **You** have not made a claim under the motor policy, and **You** confirm that **You** do not know about any incident which may give rise to a claim, **You** will receive a full return of the premium paid for this Additional Product. This Additional Product can only be cancelled after 14 days if **You** are also cancelling **Your Main Insurance Policy**. The refund due will be calculated in accordance with the cancellation terms set out in the general conditions of the **Main Insurance Policy**.

## Our Promise

**We** make every effort to provide **You** with the highest standards of service. If on occasion **Our** service falls below the standard **You** would expect **Us** to meet, the following procedure explains what **You** should do.

## Complaints

**You** can write to the Customer Relations Manager, who will arrange an investigation on behalf of the General Manager, at:

Inter Partner Assistance SA  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey  
RH1 1PR  
Tel: 0330 1233547  
Email: [quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk)

If **We** are unable to reach a satisfactory conclusion, **You** have the right to make an appeal to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Phone: 0800 023 4567 (from landlines) or 0300 123 9123 (from mobiles)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

These actions do not affect **Your** rights to take legal action if necessary.

## Financial Services Compensation Scheme

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers a safety net for customers of financial services firms should they not be able to meet their liabilities and **You** may be entitled to claim compensation in such an event. The level of compensation depends on the type of insurance and circumstances of the claim.

Further information can be obtained from [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection Notice

It is a condition of this insurance that **You** read and accept the terms in this data protection notice. **You** should show this notice to anyone covered by the insurance. This notice explains how **We** may use **Your** details and tells **You** about the systems and lists **We** (and others) have in place to detect and prevent fraud. All information about **You** of a sensitive or personal nature will be treated as private and confidential. **We** and Footman James (hereafter '**We, Us, Our**') will however use and disclose the information **We** have about **You** in the course of arranging, placing and administering **Your** insurance. This may involve passing information about **You** to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in **Your** insurance. **We** may also pass information about **You** to credit reference agencies and premium finance providers in connection with the assessment of **Your** financial standing generally and, in particular, where **You** have requested a premium instalment plan – this may include details of **Your** payment record with **Us**. **We** may also pass information about **You** to other companies which are in, or are associated with, **Our** group. **We** or they may also use the information **We** hold about **You** to provide **You** with information on other products and services **We** or they can offer and which **We** or they feel may be of interest to **You**. If **You** do not wish to receive marketing information from **Us** or them, or for **Us** to disclose information about **You** to other parties for

marketing purposes, please contact **Us** immediately. In the interests of security and to improve **Our** service, telephone calls may be monitored and/or recorded. **We** 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.

### Relevant Law

**Your** policy is subject to English Law, and **You** and **We** agree to submit to the non-exclusive jurisdiction of the English courts. **Your** policy represents the entire agreement between **You** and **Us**.

### Preventing and Detecting Fraud

Fraudulent insurance applications and claims increase premiums for all policyholders. To prevent and detect insurance-related fraud **We** may check **Your** details with National fraud prevention agencies and databases including Insurance Hunter, Motor Insurance Anti-Fraud and Theft Register, Claims and Underwriting Exchange and the Motor Insurance Database.

If **You** give **Us** false or inaccurate information and **We** identify fraud, **We** will pass **Your** details to fraud protection agencies. Law enforcement agencies may also access and use this information. Insurers and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit-related or other facilities;
- managing credit and credit-related accounts or facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance; and
- checking details of job applicants and employees.

Please contact **Us** if **You** would like details of the agencies **We** use.

**We** and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

## Excess Protect 150/500/1000

(**Your Schedule** will confirm if this cover is in force)

### Definitions applicable to Excess Protect

#### Annual Aggregate Limit

The total amount **You** have bought under **Your** Excess Protect insurance policy as stated on **Your** Excess Protect **Schedule**.

#### Settled Claim

A valid claim paid under **Your** motor insurance policy issued by Footman James or issued by a relevant **Third Party** where **You** were at fault.

#### Excess

The first part of any payment of a claim and does not include any administration or other fees which **You** may be charged by **Your** insurer under **Your Main Insurance Policy**.

#### Territorial Limit

The European Union and Iceland, Norway, Switzerland and Liechtenstein.

#### Home

The address last notified to Footman James as **Your** permanent residence or place where the **Insured Vehicle** is normally kept.

#### Third Party

A person or company liable to **You** in respect of a claim.

#### Insured Vehicle

The vehicle(s) specified in the **Main Insurance Policy** issued by Footman James. It also includes any trailer or caravan attached to this vehicle.

#### Waived or Reimbursed

A right is relinquished or an amount is paid under **Your Main Insurance Policy**.

#### Main Insurance Policy

The motor insurance policy issued by Footman James.

#### We, Our, Us

**We/Us/Our** means Inter Partner Assistance (the Insurer) of The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK, 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 Footman James

#### Period of Cover

The period of time which the insurance applies to that is shown on **Your** policy **Schedule**.

#### Schedule

The latest **Schedule** issued by Footman James as part of **Your** Insurance Document.

#### You, Your

**You**, The person whose name appears on the **Schedule** of this Excess Protect policy.

## 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.

- Scheme Code: 10390
- Evidence the **Excess** amount has been paid to **Your** motor insurer following **Your** claim
- Evidence that **Your** claim with **Your** main insurer has been settled stating that **You** were at fault or unable to recover the **Excess**.
- Certificate of **Main Insurance Policy** that **You** have paid the **Excess** on.
- The **Schedule** detailing **Excess** cover

### Via the internet

Visit **Our** claims web site: <http://www.excessclaim.co.uk> where **You** will be able register **Your** claim on line.

Or

### By Phone

Please call **Us** on 0333 207 6583 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.

## What is covered

1. **We** will pay **You** an amount equal to the **Excess** in relation to each **Settled Claim** on **Your Main Insurance Policy** up to an **Annual Aggregate Limit** in respect of claims arising from a motor insurance claim only. This Excess Protect policy covers all **Insured Vehicles** listed on the **Main Insurance Policy**.
2. **You** are also covered where **You** have been unsuccessful in recovering the **Excess** cost from a **Third Party** within six months of making a valid claim against them under **Your Main Insurance Policy**.
3. Cover is provided under the following use types - Social, domestic and pleasure, commuting and Wedding or Executive hire.
4. Where Excess Protect 150 is specified on **Your Schedule** the **Annual Aggregate Limit** is £150 in any one **Period of Cover**. Where Excess Protect 500 is specified on **Your Schedule** the **Annual Aggregate Limit** is £500 in any one **Period of Cover**. Where Excess Protect 1000 is specified on **Your Schedule** the **Annual Aggregate Limit** is £1000 in any one **Period of Cover**. 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 Schedule** to check the **Annual Aggregate Limit** **You** have chosen.

## What is not covered

1. Claims for **Excess** that do not arise from the **Main Insurance Policy**.
2. Any **Excess** claims that arise from **Your Main Insurance Policy** where the incident which has given rise to the claim has occurred before the commencement date of this Excess Protect policy. This date is stated in **Your Excess Protect Schedule**.
3. Claims where the **Excess** is **Waived or Reimbursed** or not exceeded.
4. Claims which took place outside the period of insurance of this Excess Protect Policy.
5. Claims where the incident took place outside the **Territorial Limits**.
6. Claims notified to **Us** more than six months following the settlement of a claim under **Your Main Insurance Policy** or by a **Third Party**.
7. **Excess** payments in respect of claims refused by **Your Main Insurance Policy**.
8. 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.
9. Motor vehicles not named in the **Main Insurance Policy**.
10. Motor claims arising from breakdown, mis-fuelling, 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.
13. **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.

## 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 **Schedule** 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 Excess Protect 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 Excess Protect 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.



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