



Excess Protect Policy Wording

FJ/PW/EP/01/05/2018/V5002



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.

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.

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

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
Web: 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

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**.

Fair Processing Notice

All references to WE, US and OUR are to Footman James and Towergate as the Data Controller

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: <https://ico.org.uk/>.

Who are we?

Footman James, a trading name of Towergate Underwriting Group Limited (part of The Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The

Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What information do we collect?

To enable us to provide you with the right product or service to meet your needs (or to handle a claim) we will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

We may need to request and collect sensitive personal information such as details of convictions or medical history for us to provide you with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek your explicit consent to process this information as it is required by us to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you that product or service.

How do we use your personal information?

We will use your personal information to

- Assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis

We may also take the opportunity to

- Contact you about products that are closely related to those you already hold with us
- Provide additional assistance or tips about these products or services
- Notify you of important functionality changes to our websites

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time we will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to Ofcom regulations and have strict processes to ensure we comply with them.

To ensure the confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing

record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within The Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

We will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where we have your consent to do so.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory

authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it.

If you wish to inform us of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you have received from us.

Further details of your rights can be obtained by visiting the ICO website at <https://ico.org.uk/>.

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 to 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. 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.



Part of the Towergate Group

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