

Commercial Vehicle Excess Protect

In consideration of You having purchased Business & Domestic Commercial Vehicle Excess Protect insurance, We agree to indemnify You in accordance with the terms exclusions and conditions set out below.

This insurance is sold by Adrian Flux Insurance arranged by Business & Domestic Insurance Services and underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited, a company registered in the UK under Registration No. 354568, and whose registered office is at Ageas House, Tollgate, Eastleigh, Hampshire SO53 3YA.

Adrian Flux Insurance is authorised and regulated by the Financial Services Authority (firm reference number 307071) for the sale and administration of general insurance products in the United Kingdom and throughout the members of the European Economic Area (EEA).

UK General Insurance Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority and is licensed to operate in the United Kingdom by the Financial Services Authority under Registration No 202039. This can be checked on the FSA's register by visiting the FSA's website or contacting them on 0845 606 1234.

Business & Domestic Insurance Services is a trading style of the Motorway Direct plc group of companies, who are authorised and regulated by the Financial Services Authority (FSA), authorisation number 311741. **Our** address is 1 Waterside Court, Bold Street, Sheffield, S9 2LR.

Law applicable to this policy

Unless **We** have agreed otherwise the laws of England will govern this contract and the courts of England and Wales will have jurisdiction to hear any disputes regarding **Your** policy.

Data Protection Act 1998

The data supplied by **You** will be treated in confidence and will become part of the personalised data held by **Us** and the **Administrator** who may use it for research, statistical analysis and administration purposes. **Your** personal data will not be disclosed except where permitted by law, or where it is necessary to administer **Your** policy effectively. **We** may disclose the data **You** have supplied to other third parties such as other insurers.

Where **You** have given **Your** consent or not opted out, **Your** data may be shared with any company from time to time forming part of the Motorway Direct group of companies and other selected third parties who may use it for research and marketing purposes. **You** may be contacted by mail, telephone, fax, email, automated calling services or other reasonable method with details of products or services offered by one of the above. If **You** do not want **Your** details to be used for marketing please write to:

Customer Services
Business & Domestic Administration
Trent Lodge
Stroud Road
Cirencester
Gloucestershire
GL7 6JN

The **Administrator** will collect sensitive information when **You** make a claim and **We** cannot offer **You** this insurance unless **You** give the **Administrator** permission to collect and use sensitive information. Sensitive information which the **Administrator** collects will only be used when **You** make a claim.

Sensitive information under the Data Protection Act 1998 includes health records. The Data Protection Act 1998 gives **You** the right to a copy of **Your** personal data held by **Us** upon payment of a fee.

Cancellation

We hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please contact Adrian Flux on 0844 888 5544 within 14 days of issue and **We** will refund **Your** premium. Thereafter, **You** may cancel the policy at anytime however no refund of premium will be available. **We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to **You** at **Your** last known address. Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Customer Service

To cancel this policy or make any other changes, except to report a claim, please contact Adrian Flux Insurance on 0844 888 5544.

Eligibility

Your Motor Insurance Policy must be current and valid and provided by an FSA regulated and authorised United Kingdom insurer.

You must be a permanent resident in the United Kingdom (England, Wales, Scotland, Northern Ireland) to qualify for cover under this policy.

Section 1 - Definitions

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

1. "**Administrator**" Business & Domestic Administration a trading style of Motorway Direct Plc. Address: Trent Lodge, Stroud Road, Cirencester, Gloucestershire GL7 6JN. Telephone No. 0844 375 5660. Business & Domestic Administration is wholly supported by Trent-Services (Administration) Ltd who are authorised and regulated by the Financial Services Authority 315285. Registered Office: Trent Lodge, Stroud Road, Cirencester, Gloucestershire, GL7 6JN. Company no. 05297950.
2. "**Business Travel**" means use by sales representatives in the normal course of their employment.
3. "**Excess**" means the amount **You** must pay under the terms of **Your Motor Insurance Policy** in the event of a claim.
4. "**Limit of Cover**" means the total aggregate amount which the **We** will pay to **You** under this policy during the relevant **Period of Insurance** being the amount specified on **Your Schedule of Insurance**.
5. "**Motor Insurance Policy**" means the insurance policy issued by an authorised United Kingdom **Motor Insurer** to **You** in respect of **Your Motor Vehicle**.
6. "**Motor Insurer**" means an insurance company authorised by the FSA to write motor insurance in the United Kingdom.
7. "**Motor Vehicle**" a four wheeled vehicle or motorcycle (not being an invalid carriage) which is

constructed for the carriage of passengers and their effects and is designed to carry not more than seven passengers and does not exceed 3.5 tonnes, of which **You** are the owner or which **You** are authorised to drive.

8. **“Named Driver(s)”** means drivers in addition to **You** who are permitted to drive under the terms of **Your Motor Insurance Policy**.
9. **“Period of Insurance”** - the length of time that this policy operates as stated on the **Schedule of Insurance**.
10. **“Schedule of Insurance”** - this forms part of this policy document and contains the name of the policyholder and gives details of the cover provided by this policy.
11. **“We/Us/Our”** means UK General Insurance Limited on behalf of Ageas Insurance Limited.
12. **“You/Your”** means the individual whose name appears at the top of the **Schedule of Insurance** or confirmation of coverage document.

Section 2 - What Is Covered

1. Subject to the appropriate premium being paid, **We** will pay **You** in the **Period of Insurance**, an amount equal to the amount of the **Excess** in relation to each settled claim on **Your Motor Insurance Policy** up to **Your Limit of Cover** in respect of claims arising as a result of fire, theft, flood or vandalism or an accident that was **Your** fault or partially **Your** fault, or where within 6 months **You** are unable to recover **Your Excess** from a liable third party.
2. **Limit of Cover** available:
 - A) £300 in any one policy period.
 - B) £500 in any one policy period.
 - C) £1,000 in any one policy period.
3. Please refer to the **Schedule of Insurance** for **Your Limit of Cover**.

Section 3 - What is not covered

1. Any claim not covered by **Your** main **Motor Insurance Policy** or where the **Excess** is not exceeded.
2. Any claim notified to **Us** more than 31 days following the settlement of **Your** claim by **Your Motor Insurance Policy**.
3. 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.
4. Any claim where **You** are able to recover **Your Excess** from a liable third party.
5. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
6. Any claim that is refused by **Your Motor Insurance Policy**.
7. Any claim arising solely from glass repair or replacement.
8. Any **Motor Vehicle** used for haulage.
9. Any claims which did not occur within the **Period of Insurance**.

Section 4 - General conditions applicable

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

1. **Motor Vehicles** covered under a commercial fleet insurance policy may be covered under this policy, but only where the total number of vehicles on that fleet policy does not exceed 30 vehicles and the total number of vehicles owned by **You** does not exceed 30. All eligible **Motor Vehicles** covered under the commercial fleet insurance policy must also be covered under a Commercial Vehicle **Excess** Protect policy.

2. **You** must have a current and valid UK driving licence, or hold a full internationally recognised licence.
3. This policy will continue to respond for the **Period of Insurance** or until **Your** chosen Cover Limit is exhausted; whichever comes first.
4. **Your** name as stated on the **Schedule of Insurance** must match the lead name of the individual on the **Motor Insurance Policy** for which **You** are asking **Us** to indemnify the **Excess**.
5. Only when a successful claim payment under the **Motor Insurance Policy** is made which exceeds the **Excess** under the **Motor Insurance Policy** will **You** be able to claim under this policy.
6. If **You**, or anyone acting on **Your** behalf or with **Your** knowledge or consent has used any fraudulent means, including inflating or exaggerating costs or submitting falsified documents, **We** will not pay that or any other claim. **We** will also take necessary action to recover any previous paid claims, declare the insurance void and may take legal action. **We** will not refund any premium.
7. Motor Insurance - **You** must maintain at all times during the period of this policy a **Motor Insurance Policy** issued to **You** in respect of **Your Motor Vehicle** by a UK registered and authorised **Motor Insurer**.
8. You cannot transfer **Your** insurance to another owner.
9. 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.
10. 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.
11. Reasonable Precautions - **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
12. Keeping to the terms of this policy - **We** will only give **You** the cover that is described in this policy if any person claiming cover has met with all its terms and the terms of the policy, as far as they apply.

Section 5 - Making a claim

Please call the **Administrator**, Business & Domestic Administration, on 0844 375 5660 and they will issue **You** with a claim form by email or post, together with an acknowledgement letter.

Once the claim form is completed, return to the **Administrator** with the following supporting documentation:

1. A copy of **Your Schedule of Insurance**.
2. **You** must provide a copy of **Your** settlement letter from **Your Motor Insurance Policy** insurer, which must state the amount settled and the **Excess** deducted.

Your claim form should be sent to:

Business & Domestic Administration
Trent Lodge
Stroud Road
Cirencester
Gloucestershire
GL7 6JN

Should **You** need to call Business & Domestic Administration please call 0844 375 5660.

PLEASE NOTE: FAILURE TO FOLLOW THESE STEPS MAY DELAY AND / OR JEOPARDISE THE PAYMENT OF **YOUR** CLAIM.

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of the insurer.

Section 6 - Complaints Process

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Adrian Flux Insurance
East Winch Hall, East Winch
Kings Lynn
Norfolk
PE32 1HN

If **Your** complaint about the sale of your policy cannot be resolved by the end of the next working day, Adrian Flux Insurance will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Telephone number: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

CLAIMS

The Claims Manager
Business & Domestic Administration
Trent Lodge
Stroud Road
Cirencester
Gloucestershire
GL7 6JN

Telephone number: 0844 375 5660
Email: admin@trent-services.co.uk

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited, **Your** policy number and quote scheme reference 04581B.

If **Your** complaint about your claim cannot be resolved by the end of the next working day, Business & Domestic Administration will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Telephone number: 0845 218 2685

Email: customerrelations@ukgeneral.co.uk

In the unlikely event that the complaint is still not resolved to **Your** satisfaction, **You** may refer to the Financial Ombudsman Service whose address is South Quay Plaza, 183 Marsh Wall, London, E14 9SR, telephone number 0845 080 1800. Please note **You** have six months from the date of **Our** final response in which to refer **Your** complaint to the Financial Ombudsman. Referral to the Ombudsman will not affect **Your** right to take legal action against **Us**. None of the above affects any right of legal action **You** may have.

Section 7 - Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations to **You**. This depends on the type of business and circumstances of the claim. Insurance arranging and administration is covered for 90% of the claim with no upper limit. **You** can learn more about this scheme at www.fscs.org.uk or by phoning 0207 892 7300.

For details of authorised firms visit the FSA website on www.fsa.gov.uk/register/.