

Nissan Insurance Services Excess Protect Policy



How to make a claim

To make a claim on **your Nissan Insurance Services Excess Protect** policy, please call 0330 678 0934 (opening hours are 9am – 5pm Monday to Friday, excluding bank holidays).

Making a claim is easy, please follow the 5 steps below:

1. Read this policy booklet to check that the cause of the claim is covered;
2. **You** must have a valid **motor insurance policy** claim and have paid **your excess** under that policy;
3. **You** can contact the **administrator** to make a claim by:
 - Downloading a claim form at www.urisgroup.co.uk/motor-excess-protect-claim-form/ and returning the completed form.
 - By telephoning the **administrator** on 0330 678 0934.
4. Return the completed claim form and the list of supporting documents that are required.
5. All documentation should be sent to: excessclaims@davies-group.com or Niche Claims, PO Box 1392, Preston PR2 0XE.

Upon receipt of **your** documentation, the **administrator** will contact **you** about **your** claim.

Please note we can only process your claim once your motor insurance claim has been settled or in the event of a non fault claim when six months has elapsed from the claim being settled.

Claims conditions

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them:

• Process

In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy, and **you** must give the **administrator**, at **your** own expense, all the information **we** or they ask for about the claim.

• **We** have the right, at **our** expense and in **your** name, to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else; and/or
- Start legal action to get back from anyone else any payments that have already been made.

• At **our** cost, **you** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

Your Nissan Insurance Services Excess Protect policy

This policy booklet combined with **your confirmation of cover letter** confirms policy cover. In return for payment of the premium **we** agree to insure **you** in accordance with these terms and conditions contained in this booklet. Please note that once **you** have paid **your** premium to **Nissan Insurance Services** **we** treat it as having been received by **us**.

Telephone **us** on 0330 102 8755 if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Important

Please keep this policy booklet, together with **your confirmation of cover letter**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a **motor insurance policy** with **Nissan Insurance Services**. If **your motor insurance policy** is cancelled for any reason this policy will also be cancelled.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact **Nissan Insurance Services** who arranged this insurance for **you**.

Your insurer

This policy has been arranged by URIS Group Limited and is underwritten by UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

What is covered

What we will cover	What we will not cover
<p>Events During the period of cover and within the territorial limits we will pay up to the maximum limit as detailed in the Benefits section below, for the following:</p> <ol style="list-style-type: none"> 1. A settled claim on your motor insurance policy where you are unable to recover your excess from a third party and are therefore at fault; or 2. If your motor insurer deems the claim not your fault and you are unable to recover your excess from the third party within 6 months of the claim being settled. <p>Benefits In the event of a valid claim for the above events this policy covers and pays the excess payable under your motor insurance policy up to a maximum of £750 in the period of cover.</p> <p>Example Benefits</p> <p>Example A Your motor insurance policy excess is £1,000. We will cover and pay £750, the maximum limit during the period of cover, there is no further benefit due.</p> <p>Example B Your motor insurance policy excess is £400. We will cover and pay £400, leaving £350 of the initial £750 maximum limit, allowing you to make further claims for the remainder of the period of cover.</p>	<p>The policy will not pay out for the following:</p> <ul style="list-style-type: none"> • Any amount over and above the maximum limit of £750 in the period of cover. • Any excess in respect of glass damage or key excess. • Any claim where the excess has been waived or where a third party has reimbursed you or made good any loss or damage in respect of which you have or would otherwise have claimed against your motor insurance policy. • Any claim which occurs whilst the insured vehicle is being used and/or driven off road, on any race track, circuit or other prepared course. • Any claim which has occurred within a country which is not covered by your motor insurance policy.

General Exclusions

- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material;
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.
- Notwithstanding any other provision herein, **your** policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly from:
 - (a) infectious or contagious disease;
 - (b) any fear or threat of (a) above; or
 - (c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

General conditions

The following conditions apply to **your** policy:

- **Consumer Insurance (Disclosure and Representations) Act 2012**

This requires **you** to be truthful and take care to give accurate and complete answers to any questions **Nissan Insurance Services** ask **you** when **you** purchase the policy, if **you** wish to make any changes to it during the **period of cover**, or if **you** make a claim. If **you** do not do so it may mean that **your** policy becomes invalid.

Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid and **your** policy will be made void, which means it will be cancelled back to the start date, with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities.

- **Transferring your policy**

You cannot transfer **your** policy to anyone else.

- **UK General Insurance Ltd Privacy Notice**

We are UK General Insurance Ltd, referred to as "**we/us/our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We refer to these individuals as "**you/your**" in this notice. **We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy. For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health. **We** have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defense of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how **we** use your data. **You** can get more information about this by viewing **our** full privacy notice online at: <http://ukgeneral.com/privacy-notice> or request a copy by emailing **us** at dataprotection@ukgeneral.co.uk. Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

- **Watford Insurance Company Europe Limited Information Notice**

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>

- **Fraudulent claims or misleading information**

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage that **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

Cancelling your policy

If **you** decide to cancel **your Nissan Insurance Services Excess Protect** policy, **you** must contact **Nissan Insurance Services** by:

- Email at customer.services@europa-group.co.uk;
- Telephone on 0344 335 3781;
- Writing to **Nissan Insurance Services** at: Europa House, Midland Way, Thornbury BS35 2JX.

Your right to cancel in the cooling off period

If this is within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

Your right to cancel after the cooling off period

After the first 14 days no refund of premium will be payable.

Insurer's right to cancel

This policy runs alongside **your motor insurance policy**, if **your motor insurance policy** is cancelled for any reason this policy will also be cancelled by **us**.

We may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include, but are not limited to:

- Fraud;
- Non-payment of premium; and/or
- Threatening and abusive behaviour against **our** or the **administrator's** staff.

Where **we** have cancelled **your** policy for the above reasons, no refund of premium will be made.

Other insurance

If at the time that any claim arises under this policy and there is any other existing insurance covering the same loss, damage or liability, **we** will only pay **our** share.

Law applicable

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

Customer service & complaints

This complaints procedure does not affect **your** legal rights.

Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact **Nissan Insurance Services** by:

- Email at customer.services@europa-group.co.uk;
- Telephone on 0344 335 3781;
- Writing to **Nissan Insurance Services** at: Europa House, Midland Way, Thornbury BS35 2JX.

Questions or complaints about your policy or the handling of your claim

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

- Email at excessclaims@davies-group.com
- Telephone on 0330 678 0934 ;
- Writing to the **administrator** at: Niche Claims, PO Box 1392, Preston PR2 0XE.

If **you** remain dissatisfied after **your** complaint has been considered, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service, by:

- Email at complaint.info@financial-ombudsman.org.uk;
- Telephone on 0800 0234 567 from a landline or 0300 1239 123 from a mobile;
- Writing to: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR;

- Web: www.financial-ombudsman.org.uk.

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

Online Dispute Resolution Portal

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk

Definitions

Certain words throughout this booklet are defined words and are shown in **bold**. These are listed and defined below.

Accident

A sudden and unexpected event involving a vehicle in a road traffic incident which happens by chance and causes loss, injury or death.

Administrator

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. **We** have appointed URIS Group Limited to administer **your** policy and Davies Group Limited to handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

Computer virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatever nature.

Confirmation of cover letter

The document which forms part of the motor insurance contract alongside which **you** have bought this policy. It contains **your** name and address and details of the **insured vehicle**.

Electronic data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Excess

The amount which **you** are required to pay under the terms and conditions of **your motor insurance policy** following a claim on that policy.

Insured vehicle

A private car or commercial vehicle which **you** are insured to drive under the **motor insurance policy**.

Motor insurance policy

The **Nissan Insurance Services** motor insurance policy that has been issued to **you** for the **insured vehicle**.

Nissan Insurance Services

Europa Group Limited trading as Nissan Insurance Services, the insurance intermediary who sells and administers this insurance on behalf of Maiden Global Holdings Ltd.

Period of cover

Cover under this policy will run alongside **your motor insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your motor insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your motor insurance policy**, as detailed on **your confirmation of cover letter**.

Territorial limits

This policy only provides cover within the **United Kingdom**, unless cover on the **motor insurance policy** has been agreed to extend to Europe by **Nissan Insurance Services**.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

We/us/our/insurer

UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited.

You/your

The person named as the policy holder and any other named drivers in the **motor insurance policy**.