

Motor Excess Insurance

Terms & Conditions



Contents

| | |
|------------------------------------------|---|
| Introduction | 3 |
| Eligibility | 3 |
| Your Contract Of Insurance | 3 |
| How To Make A Claim | 4 |
| Definitions | 4 |
| What Is Covered Under This Insurance | 5 |
| ▪ Motor Excess | |
| ▪ Glass | |
| What Is Not Covered Under This Insurance | 5 |
| Conditions | 6 |
| Changes In Your Circumstances | 6 |
| Premiums | 6 |
| Other Insurance | 6 |
| Fraud | 6 |
| Cancellation | 7 |
| Financial Services Compensation Scheme | 7 |
| Data Protection | 8 |
| Law Applicable To The Contract | 8 |
| What To Do If You Have A Complaint | 9 |

How To Contact Us

We recommend that You save the below telephone numbers to Your mobile phone

Claims

By telephone: 0330 400 1430

By e-mail: excessclaims@mapfre.co.uk

Customer Services

By telephone: 0344 335 3781

Telephone lines are open Monday – Friday between the hours of 9.00am – 5.30pm.

If **You** are unable to read this document, please contact the Customer Services Team.

Introduction

Motor Excess Insurance has been designed to reimburse **You** up to a maximum £750 for the **Excess** deducted as part of a claim under **Your Motor Insurance Policy**, provided this cannot be recovered elsewhere. Please refer to What Is Covered Under This Insurance on page 5 of this document.

Eligibility

In order to be eligible for this policy the following must apply throughout the **Period of Cover**:

- **You** must be a permanent resident of the **United Kingdom**
- **You** must hold a current valid **United Kingdom** driving licence, or hold a full internationally recognised driving licence that is valid for use in the **United Kingdom** throughout the **Period of Cover**
- **You** must be the registered keeper and/or owner of the vehicle **You** wish this policy to cover
- The **Insured Vehicle** must be covered by **Your Motor Insurance Policy** throughout the **Period of Cover**, and;
- **You** must have paid the **Premium**

This policy will not provide cover for:

- Any vehicle with a gross vehicle weight of 3.5 tonnes or above
- Any vehicle used at any time in a public service capacity, such as a Military, Police or Ambulance vehicle
- Any vehicle used at any time for the commercial business use of hire and reward; courier or delivery services, or for the carriage of passengers, including but not limited to taxi services, private hire and vehicles used for driving instruction purposes
- Any vehicle used at any time for any type of competition or rally; racing; any type of track day; off road; speed testing; pacemaking, or reliability trials
- Motorcycles; quad bikes; scooters; tricycles; sidecars; kit cars; invalid carriages; motorhomes; buses; coaches; stretched limousines; touring caravans, or trucks, or;
- Any imported vehicle unless manufactured as right hand drive and purchased from an authorised **United Kingdom** distributor

Your Contract Of Insurance

This policy and the **Schedule of Cover** must be read together as they form **Your** insurance contract with the Insurer.

Insurer

This insurance is underwritten by MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima which is authorised by Dirección General de Seguros y Fondos de Pensiones and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request. MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima is incorporated and registered in the Kingdom of Spain and registered as a foreign company in the United Kingdom with company number FC021974, acting through its UK branch with branch number BR008042 and its principal office is at Dixon House, 72-75 Fenchurch Street, London, EC3M 4BR.

Administrator

This insurance is administered by Europa Group Limited trading as Nissan Insurance Services on behalf of Maiden Global Holdings Ltd. Maiden Global Holdings Ltd is authorised and regulated by the Financial Conduct Authority with FCA number 555397. Maiden Global Holdings Ltd is registered in England and Wales with company number 07324422 and its registered office is at Albion House, Valley Business Centre, Gordon Road, High Wycombe, HP13 6EQ.

Europa Group Limited is authorised and regulated by the Financial Conduct Authority with Financial Services Register No. 309794. Europa Group Limited is registered as a limited company in England and Wales with company number 3279177 and its registered office is at Europa House, Midland Way, Thornbury, Bristol BS35 2JX.

Claims Administrator

Claims are administered by Abraxas Insurance Administration Services Limited who acts on behalf of the Insurer. Abraxas Insurance Administration Services Limited is authorised and regulated by the Financial Conduct Authority with FCA number 308702. Abraxas Insurance Administration Services Limited is registered in England and Wales with company number 02928787 and its registered office is at 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA.

How To Make A Claim

If **You** wish to make a claim, **You** must contact the Claims Administrator within 31 days of receiving **Your** motor insurance settlement letter:

By telephone: 0330 400 1430

By e-mail: excessclaims@mapfre.co.uk

In writing: Abraxas Insurance Administration Services Ltd, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

You will need to provide the following information/documentation:

- a) The circumstances giving rise to the claim
- b) The registration number of the **Insured Vehicle**
- c) **Your Motor Insurance Policy** number
- d) Confirmation from **Your Motor Insurance Policy** provider that a claim has been paid and of the amount of **Excess** deducted, and;
- e) **Your** bank name, sort code and account number, so that the Claims Administrator can pay **Your** claim

If **You** do not contact the Claims Administrator within 31 days of receiving confirmation from **Your Motor Insurance Policy** provider that a claim has been paid, then unless the Claims Administrator agrees an extension, or other exceptional circumstances apply, **Your** claim may not be paid.

Definitions

Whenever the following words appear in **Your** policy, they have the meaning given below.

- **Excess** means the combined voluntary and compulsory **Excess** deducted as part of a claim under **Your Motor Insurance Policy** in respect of the **Insured Vehicle**. This amount will always be referred to as an **Excess** under **Your Motor Insurance Policy**
- **Insured Vehicle** means the vehicle shown on the **Schedule of Cover**
- **Period of Cover** means the period from the **Start Date** until the earliest of the following:
 - a) The expiry of 12 months
 - b) The date on which the Claims Administrator registers a claim for £750 in the aggregate under this policy
 - c) The date this policy is cancelled, or;
 - d) The date the **Insured Vehicle** is sold, transferred to another party, or repossessed
- **Premium** means the amount payable by **You** (including any taxes, commissions or charges) for cover under this policy
- **Schedule of Cover** means the validation certificate issued alongside this document that sets out the name of the insured person, the vehicle covered and the limits applicable to this insurance
- **Start Date** means the date **Your** insurance policy commences as shown on the **Schedule of Cover**
- **United Kingdom** means England, Scotland, Wales, Northern Ireland, The Isle of Man and the Channel Islands
- **Your Motor Insurance Policy** means a policy of motor insurance issued by an insurer authorised to sell insurance in the **United Kingdom**, which is maintained in **Your** name and is valid throughout the **Period of Cover**
- **You/Your** means the individual named as the policyholder on both the **Schedule of Cover** and **Your Motor Insurance Policy**

What Is Covered Under This Insurance

There is no limit to the number of claims that **You** can make under this policy, however the maximum amount that the Claims Administrator will pay in total (and this can be split across multiple claims if the maximum limit is not exceeded) is £750.

1. Motor Excess

Subject to the terms and conditions, the Claims Administrator will reimburse **You** for the **Excess** deducted as part of a claim under **Your Motor Insurance Policy**, provided this cannot be recovered elsewhere

2. Glass

Subject to the terms and conditions, the Claims Administrator will reimburse **You** for the **Excess** deducted as part of a claim under **Your Motor Insurance Policy** if the glass in the **Insured Vehicle's** windscreen, windows or sunroof is damaged and **Your Motor Insurance Policy** provider settles a claim for repair or replacement, provided this cannot be recovered elsewhere

What Is Not Covered Under This Insurance

1. Any claim where no **Excess** is applicable to a claim under **Your Motor Insurance Policy**, or where the **Excess** is reimbursed; waived; recovered, or not exceeded. Please note, if **You** are making a claim for glass only, the excess does not need to be exceeded
2. Any **Excess** in relation to breakdown; misfueling; personal effects or any in-car electrical equipment (such as phone, satellite navigation system, CD player or radio); deliberate damage, or damage that existed prior to the **Start Date**
3. Anything not defined as an **Excess** under **Your Motor Insurance Policy**
4. Any liability to another party, or any liability that **You** accept by agreement or contract, unless **You** would have been liable in any way under **Your Motor Insurance Policy**
5. Any claim if the driver of the **Insured Vehicle** is intoxicated by alcohol, under the influence of non-prescribed drugs, or where they have been advised not to drive by a registered medical practitioner
6. Loss of use of the **Insured Vehicle** or any other consequential losses that are directly or indirectly caused by the event which led to **Your** claim, such as travel expenses or loss of earnings
7. Damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed
8. Any claim arising as a result of war; any warlike activity (whether war be declared or not); civil unrest, or any act that the **United Kingdom** Government considers to be an act of terrorism
9. Any claim that is directly or indirectly caused by ionising radiation; the combustion of nuclear fuel; contamination by radioactivity from any nuclear fuel or waste, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or associated nuclear parts
10. Any claim that occurs outside the **Period of Cover**, or outside the **United Kingdom**
11. Anything not specified under the What Is Covered Under This Insurance Section on page 5 of this document

Conditions

1. No liability will be accepted for any claim where the terms and conditions of this policy have not been fully complied with
2. This policy will only provide cover for an **Excess** where it cannot be recovered elsewhere. In the event that the Claims Administrator pays a claim where **You** are not at fault and the **Excess** is recoverable from a third party, **You** agree to help the Claims Administrator take action in **Your** name to recover any costs
3. This policy is not renewable, and not transferable to another person or vehicle

Changes In Your Circumstances

You must call the Administrator immediately on 0344 335 3781 if any of the following changes in circumstances apply to You:

- **You** change or transfer ownership of the **Insured Vehicle**
- **You** change what **You** use the **Insured Vehicle** for (for example, if **You** start using it for commercial purposes)
- **You** customise or make alterations to the **Insured Vehicle**
- **You** change **Your** address
- **You** change **Your** name (for example, due to marriage)
- **You** have **Your Motor Insurance Policy** declined or cancelled, or;
- **You** develop any problems that affect **Your** ability to drive

If **You** advise the Administrator of a change in **Your** circumstance which results in **You** or the **Insured Vehicle** becoming ineligible for cover, the Administrator will cancel **Your** policy. Failure to advise the Administrator of a change in **Your** circumstances may result in **You** or the **Insured Vehicle** becoming ineligible for cover and **Your** claim not being paid.

Premiums

If **You** pay for this policy in instalments via a credit agreement and **You** fail to make a payment on the due date, **Your** policy will be suspended immediately and during this period **You** will not be covered. **You** will be notified in writing if **You** fail to make a payment.

Upon receipt of cleared funds and a declaration that no claims are known or outstanding, **Your** policy will restart. If **You** do not pay in full within 30 days, **Your** policy will be cancelled. **You** should contact the Administrator to find out whether **You** are entitled to a partial refund.

Please note that if **You** pay for this policy in instalments via a credit agreement, any outstanding instalments **You** are contracted to pay will be deducted from any settlement payable.

Other Insurance

If the risk covered by this policy is also covered by any other insurance, the Claims Administrator shall only be responsible for paying a fair proportion of any settlement which would otherwise be due under this policy.

Fraud

If any information provided by **You** or anyone acting on **Your** behalf is inaccurate or fraudulent, or if **You** fail to disclose any information in response to a specific request which might reasonably affect the Insurer's decision to provide cover under this policy, **Your** right to any benefit under this policy will end, and the Claims Administrator shall be entitled to recover any settlement paid or costs incurred as a result of any such fraudulent or misleading means.

Cancellation

Cancellation within the cooling-off period

You have the right to cancel this policy and to receive a full refund of **Premium** provided no claims are known or reported by giving notice of cancellation within 14 days of the date **You** receive **Your** policy documents. Please quote the number that appears on **Your Schedule of Cover**.

Cancellation outside the cooling-off period

If the policy is cancelled at any time after the 14 day cooling off period from the date **You** receive **Your** policy documents, no refund will be due.

To cancel this policy, please contact the Administrator on either of the below:

In writing: Europa Group Limited, Europa House, Midland Way, Thornbury, Bristol, BS35 2JX
By telephone: 0344 335 3781

The Administrator reserves the right, in the event of any fraudulent activity, to cancel this policy at any time before or during the **Period of Cover**.

Financial Services Compensation Scheme

MAPFRE ASISTENCIA is covered under the Financial Services Compensation Scheme. If the Insurer is unable to meet some of their liabilities and **You** make a valid claim, **You** may be entitled to compensation from the FSCS, depending on the type of business and circumstances of the claim.

Protection is at 100% where claims:

- Arise in respect of a liability subject to compulsory insurance
- Arise in respect of a liability subject to professional indemnity insurance
- Arise from the death or incapacity of the policyholder due to injury, sickness, or infirmity

Protection is at 90% where claims arise under other types of policy with no upper limit.

Further information can be obtained from the Financial Services Compensation Scheme:

By telephone: 0800 678 1100 or 020 7741 4100
By e-mail: enquiries@fscs.org.uk
For more information please visit www.fscs.org.uk

Law Applicable To The Contract

The parties to this policy can choose the law that applies to it. In the absence of any written agreement to the contrary, the laws of England and the jurisdiction of the English courts will apply.

Data Protection

The Insurer, Administrator and Claims Administrator need to obtain personal information from **You** to provide **You** with this policy of insurance.

The Insurer, Administrator and Claims Administrator use **Your** personal information in the following ways:

- To provide **You** with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to agents who provide services on **Your** behalf under the terms of the policy
- To confirm, maintain, update and improve customer records
- To analyse and develop their relationship with **You**
- To help in processing any applications **You** may make
- To identify and market products and services that may be of interest to **You**, (subject to **Your** prior consent)
- To carry out studies of statistics and claim rates
- For the analysis and the prevention of fraud
- For the analysis and the prevention of payment defaults
- For statistical studies undertaken by the Insurer, Administrator and Claims Administrator and/or any sectorial organisation in Europe

The Insurer, Administrator and Claims Administrator may share **Your** details with other companies within the MAPFRE group to support the administration of **Your** policy. The Insurer, Administrator and Claims Administrator deal with third parties that they trust to treat their customers' personal information with the same stringent controls that they apply themselves. Information which **You** supply in connection with this policy will be held on their computer records. **Your** personal information will not be kept for longer than necessary.

You are entitled on request to receive a copy of the personal information the Insurer, Administrator and Claims Administrator hold about **You**. This will be information that **You** have given during **Your** policy. The Insurer, Administrator and Claims Administrator do not hold any information relating to **Your** credit status. If **You** would like a copy of **Your** information, please contact the Administrator or MAPFRE ABRAXAS' Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

The Insurer, Administrator and Claims Administrator keep records of any transactions **You** enter with themselves or their partner companies for six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with legal and regulatory requirements. The Insurer, Administrator and Claims Administrator may keep other personal information about **You** if it is necessary to do so to comply with the law.

To assist with fraud prevention and detection the Insurer, Administrator and Claims Administrator may:

- Share information about **You** across the MAPFRE group, with other insurers and, where entitled to do so under the Data Protection legislation, the police and other law enforcement agencies
- Pass **Your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers
- Check **Your** details with fraud prevention agencies and, if **You** give the Administrator and the Claims Administrator false or inaccurate information and **You** are suspected of fraud, this will be recorded with the fraud prevention agency and other organisations who may also use and search these records to:
 - a) Help make decisions about credit and credit related services for **You** and members of **Your** household
 - b) Help make decisions on motor, household, credit, life and other insurance proposals and claims for **You** and members of **Your** household
 - c) Trace debtors, recover debt, prevent fraud and to manage **Your** insurance policies
 - d) Check **Your** identity to prevent money laundering, unless **You** provide other satisfactory proof of identity
 - e) Undertake credit searches and additional fraud searches.

Under the Data Protection legislation, the MAPFRE group can only discuss **Your** personal information with **You**. If **You** would like anyone else to act on **Your** behalf, please contact the Administrator or Claims Administrator. **You** can do this by contacting the MAPFRE ABRAXAS' Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

What To Do If You Have A Complaint

Should **You** have a complaint regarding the administration of, or the distribution of this policy, please contact the Administrator:

In writing: Europa House, Midland Way, Thornbury, Bristol, BS35 2JX
By telephone: 0344 335 3781

In the unlikely event of a dispute occurring regarding the terms of this policy, **You** should contact the Customer Care Manager who will investigate the matter:

In writing: Abraxas Insurance Administration Services Ltd, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA
By telephone: 0330 400 1420
By e-mail: customerrelationsteam@mapfre.co.uk

The Claims Administrator will confirm receipt of **Your** complaint within 5 working days and aim to resolve the problem within 8 weeks.

If **You** remain dissatisfied with the way that **Your** complaint has been dealt with, **You** may refer the matter to the Financial Ombudsman Service within 6 months of the date of the Claims Administrators final response:

In writing: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
By telephone: 0800 023 4567
For more information please visit www.financial-ombudsman.org.uk

This procedure does not affect **Your** statutory rights and is in addition to any other rights **You** may have to take legal proceedings.