

## Welcome

Thank You for choosing Excess Protect insurance.

This document contains the full policy terms and conditions which should be read along with the Schedule issued to You by the Seller. We have tried to make this policy wording clear and easy to understand, using plain English wherever possible. However, if You do have any questions, please call Our Customer Services team on 03300 555 262 or email [customerservices@motorwaydirect.co.uk](mailto:customerservices@motorwaydirect.co.uk), who will be happy to help.

If You have any questions regarding the sale of this Insurance, please contact the Seller through whom this Insurance was provided.

## Administration of This Insurance

This policy is a contract between You and the Insurer, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of Their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company on request.

The Insurer will indemnify the Policyholder subject to the terms, conditions, clauses and exclusions of this policy during the Period of Insurance within the Geographical Limits

This Insurance is administered and claims are handled on behalf of the Insurer by Business & Domestic Insurance Services

Business & Domestic Insurance Services is a trading style of Motorway Direct Plc, who act as an insurance intermediary on behalf of the Insurer. Motorway Direct Plc is authorised and regulated by the Financial Conduct Authority (FCA), Financial Services Reference Number 311741. Registered Office; Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ. Registered in England and Wales, Company No. 3222540. Group VAT registration: 804 0501 84.

For details of authorised firms visit the FCA website on [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA consumer helpline on 0800 111 6768.

The Insurer is covered by the Financial Services Compensation Scheme. 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](http://www.fscs.org.uk) or by phoning 0800 678 1100 or 0207 741 4100.

## Demands and Needs

This policy will suit the demands and needs of a customer that wishes to cover the cost of the Excess applying to their Motor Insurance Policy in the event of a valid claim, where the claim value exceeds the combined compulsory and voluntary Excess deducted from the motor insurers claim settlement.

## What is Covered

Subject to the terms and conditions as described in this document and subject to the correct premium having been paid, in the event of an accident to Your vehicle that was Your fault or a fire, flood, theft or vandalism claim that is settled under the terms of Your Motor Insurance Policy (or disputed fault claim that cannot be resolved within 6 months from the incident date), where the Excess applying to Your Motor Insurance Policy is exceeded, this Insurance will pay the cost of the Excess deducted from the motor insurers claim settlement.

## What is not covered

### This Insurance will not cover

1. Any claim notified to Us more than 30 days after the incident date.
2. Any claim where the Excess under Your Motor Insurance Policy is not exceeded.
3. Any claim which occurred prior to the Excess Protect start date shown in the Schedule.
4. Any contribution or deduction from the settlement of any claim under Your Motor Insurance Policy other than the stated policy Excess, for which You have been made liable.
5. Any claim where another party has paid or agreed to pay Your Excess.
6. Any claim that is declined under Your Motor Insurance Policy.
7. Any Excess claim arising from glass repair or replacement.
8. Liability which attaches by virtue of an agreement, but which would not have attached if the agreement did not exist.

## Terms used in this Insurance

### What the terms mean

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy document and will appear with an initial capital letter.

1. **Annual Aggregate Claim Limit** means the maximum amount the Insurer will pay during the Period of insurance.
2. **Excess** means the amount You must pay under the terms of Your Motor Insurance Policy.
3. **Motor Insurance Policy** means the insurance policy covering Your vehicle, that must be maintained for the period of this insurance.
4. **Insurer / They / Their** means Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA.
5. **This Insurance** means the cover detailed in this policy document.
6. **Issue Date** will be confirmed in the Schedule, being the date on which You either concluded the contract of insurance or the day on which You receive the contractual terms and conditions.
7. **Period of insurance** this is a 12 month contract of insurance that commences on the start date specified in the schedule and ends after 12 months or when the Annual Aggregate Claim limit is reached.
8. **Schedule** means the part of this Insurance that contains details of You and Your vehicle, cover selected, the Period of Insurance and claims limit.
9. **Seller** means the company where You purchased this Insurance.
10. **UK** means the United Kingdom, Channel Islands and Isle of Man.
11. **Vehicle** means the Vehicle detailed in the schedule of which You are the owner or registered keeper.
12. **We/Us/Our** means Motorway Direct Plc T/a Business & Domestic Insurance Services.
13. **You/Your/Insured/Policyholder** means the person or company named in the schedule.

## General conditions

1. **Right of Recovery** - We can take proceedings in Your name at Our expense to recover for the benefit of the Insurer the amount of any payment made under this Insurance.
2. **Other Insurance** - If You are covered by any other insurance policy for the Excess payable following an incident covered under this Insurance, the Insurer will only pay Their share of the claim.
3. **Reasonable Precautions** - You or the driver must take reasonable steps to safeguard the Vehicle against loss or additional exposure to loss.
4. **Keeping to the terms of this insurance** – For cover to apply, You must adhere to terms and conditions set out in this policy document.
5. **Motor Insurance** - You must maintain at all times during the Period of Insurance a valid Motor Insurance Policy.
6. The benefits of this Insurance may not be re-assigned or transferred without our express consent.

## CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATIONS) ACT 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

- i. Supply accurate and complete answers to all the questions We may ask as part of Your application for cover under the Policy;
- ii. To make sure that all information supplied as part of Your application for cover is true and correct;
- iii. Tell Us of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.

## INVALID COVER BENEFIT

If any Benefit is paid which is found to have been made as a direct or indirect result of Your fraud, recklessness or negligence then all payments may be forfeited, and We reserve the right to demand that any sum paid by the Insurer is repaid by You and/or take the appropriate legal action against You.

## Jurisdiction and law

Unless some other law is agreed in writing, this Insurance is governed by English law. If there is a dispute, it will only be dealt with in the courts of England and Wales or of the country within the United Kingdom in which You reside.

## Claims conditions

1. You must report any claim to Us as soon as possible but within 30 days of the incident date and provide all information and assistance which We may require.

2. If You or anyone acting for You makes a claim under this policy knowing the claim to be false, We will not pay the claim and all cover under this Insurance will cease.
3. We may appoint a third party representative or loss adjuster to visit You to verify the circumstances of Your claim.

## Claims procedure

In the event of a possible claim, please contact Us at the earliest opportunity and We will confirm the claim procedure that must be followed plus a list of documents required to support Your claim.

### Claims via the internet

Should You wish to claim under this Insurance, please visit [www.excessprotectclaims.co.uk](http://www.excessprotectclaims.co.uk) You will be able to complete the claim form online. You will then receive communication confirming Your claim number and a list of documents You are required to return.

### Claims by telephone / post

If You do not have access to the internet and would like to claim via telephone / post: Please call Us on 03300 555 270 to notify Your claim. We will register Your claim and send an acknowledgement letter with a claim form for You to complete. This correspondence will include a list of documents required to support Your claim.

## Cancellation

If You decide that for any reason, this Insurance does not meet Your Insurance needs, please notify the Seller within 14 days from the Issue Date and the premium paid will be refunded in full.

After 14 days You may cancel this Insurance however, there is no provision for any part return of the premium paid.

## Our commitment to good service

We hope You will be completely happy with this Insurance but if something does go wrong, We would like to know about it. We will do Our best to resolve the issue and make sure it doesn't happen again.

## If You need to complain

### Complaints about the sale of this Insurance

If You have any concerns regarding the sale of this Insurance, please contact the Seller.

### Complaints about this insurance

Please contact Our Customer Services team either by telephone on 03300 555 262, or by e-mail to [customerservice@motorwaydirect.co.uk](mailto:customerservice@motorwaydirect.co.uk). Alternatively write to Us at Motorway Direct, Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ.

We will acknowledge Your complaint within 5 working days. We will advise You who is dealing with it and when We expect to respond. We aim to respond fully within 8 weeks. However, if We are unable to provide a final response within this period We will write to You before this time and advise why We have not been able to offer a final response and how long We expect Our investigations to take.

If You remain unhappy with Our final response, or We have not managed to provide a final response within 8 weeks of Your complaint, You may be entitled to refer Your complaint to the Financial Ombudsman Service for help and advice.

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

If You have purchased Your policy Online You can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr)

Please make sure You always quote Your policy number from the Schedule.

**This complaints procedure doesn't affect Your statutory rights.**

## Data protection

The Insurer and Motorway Direct Plc are joint data Controllers who determine the purpose and means of processing Your personal data.

### Data Protection Policy

Acasta European Insurance Company Limited need to use Your data in order to arrange Your insurance and associated products. You are obliged to provide information without which we will be unable to provide a service to You. Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by our relevant staff in making a decision concerning Your insurance and for the purpose of servicing Your cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about You from credit reference agencies, fraud prevention agencies and others to check Your credit status and identity. The agencies will record our enquiries, which may be seen by other companies who make their own credit enquiries. We may check Your details with fraud prevention agencies. If You provide false or inaccurate information and we suspect fraud, we will record this. We and other organisations may use these records to;

- a. Help make decisions on insurance proposals and insurance claims, for You and members of Your household;
- b. Trace debtors, recover debt, prevent fraud, and manage Your insurance policies;
- c. Check Your identity to prevent money laundering, unless You furnish us with satisfactory proof of identity;

We process all data in the UK but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, we will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, You can ask us for a copy of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how we have handled Your data, You can contact us and we will investigate the matter. If You are not satisfied with our response or believe we are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

Motorway Direct take Your privacy seriously and employ a number of safeguards to protect Your personal data. At Motorway Direct PLC, We treat Your information with the highest standards of confidentiality and security and We are committed to protecting Your privacy. We will only use the information that We collect about You lawfully, in accordance with the General Data Protection Regulation (GDPR), the Data Protection Act (2018), the Privacy and Electronic Communications Act (2003) and other regulatory requirements. Where You provide personal information, We will only use it to deliver the services You have requested. We will never collect sensitive information about You without Your explicit consent. The information We hold will be accurate and up to date. You can check the information that We hold about you at any time by writing to Us via email or post. The personal information which We hold will be held securely in accordance with Our internal security policy and regulatory requirements. We will hold Your information for the purpose(s) of administering Your product and marketing. If You don't want to receive any marketing from Us, please contact Us at:

Post:  
Motorway Direct Plc,  
Customer Services,  
Warranty House,  
Savile Street East,  
SHEFFIELD,  
S4 7UQ

Email: [customerservices@motorwaydirect.co.uk](mailto:customerservices@motorwaydirect.co.uk)

Telephone 03300 555 262

### How to contact us

Excess Protect Claims  
Business & Domestic Administration Department  
Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ

Important telephone numbers

Claims Line: 03300 555 270  
Customer Services: 03300 555 262  
e-mail: [claims@excessprotect.co.uk](mailto:claims@excessprotect.co.uk)

Calls to these numbers are recorded for training and security purposes.