



Motor Fleet Excess Insurance Protection Policy

This document sets out the terms and conditions of your cover and it is important that you read it carefully. It explains what is covered and what is not covered. There are also exclusions and conditions that you must follow for the policy to work.

This policy is provided on behalf of ALPS a trading name of Auto Legal Protection Services Ltd, which is authorised and regulated by the Financial Conduct Authority (Financial Conduct Authority Number 300906). Its registered office is at Sunnyside Mill, Highfield Road, Congleton, Cheshire CW12 3AQ. It is registered in England no: 3676991.

INSURER

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 or by contacting the Financial Conduct Authority on 0800 111 6768.

WHAT MAKES UP THIS POLICY?

This motor fleet excess insurance policy terms and conditions and your certificate of insurance must be read together as they form your insurance contract.

COOLING OFF PERIOD

If you find that the cover provided under this policy does not meet your needs, please contact ALPS on 0843 178 0600 within 14 days of receiving this document and we will cancel this policy. You will receive a full refund of your premium as long as you have not made any claims.

You may cancel this insurance by giving us written notice. No premium will be refunded following expiry of the 14 day cooling off period.

We may cancel this policy by giving you at least 14 days' written notice at your last-known address if:

- You fail to pay the premiums; after we have given you two reminders
- You otherwise stop keeping to the terms and conditions of this policy in any significant way; or
- The cost of providing this policy becomes too high.

We may cancel this policy without giving you notice if, by law or other similar reasons, we are prevented from providing it.

If we cancel the policy under this section, we will refund the premium paid for the remaining period of insurance, unless you have made any claims. We can refuse to renew any individual policy.

We may cancel this policy without giving you notice and without refunding your premium if you:

- Make or try to make a fraudulent claim under your policy;
- Are abusive or threatening towards our staff; or
- Repeatedly or seriously break the terms of this policy.

If you make a valid claim before the policy is cancelled, we will pay it before we cancel the policy.

JURISDICTION AND LAW

This motor fleet excess insurance policy is governed by the laws of England and Wales.

DEMANDS AND NEEDS

This motor fleet excess insurance policy meets the demands and needs of a policy holder seeking to protect their excess they are liable for following a successful claim under their motor fleet insurance policy.

DEFINITIONS

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

Annual Aggregate Limit means the total amount of cover you have purchased under your motor fleet excess insurance policy as stated in your certificate of insurance. The policy will continue to respond for the period of insurance or until your chosen level of indemnity on the reimbursement is exhausted; whichever comes first. Once the annual aggregate limit is exhausted you are then liable for all and any future excess payments as defined in your motor fleet insurance policy for the remainder of this period of insurance.

Business premises mean the address(es) your business place matching those covered by the motor fleet insurance policy. The business premises must be located in the United Kingdom.

Certificate of insurance means the document that contains the name of the policy holder and gives details of the cover provided by this motor fleet excess insurance policy.

Excess means the amount you must pay towards any claim under your motor fleet insurance policy. The excess is the first part of any payment of a claim. Payment of the excess will not include any administration or other fees which you may be charged by your insurer under the motor fleet insurance policy. Such fees are not recoverable under your motor fleet excess insurance policy.

Motor fleet excess insurance policy means this insurance policy together with the respective certificate of insurance.

Motor fleet insurance means the insurance policy that covers losses and or damage to your motor vehicles incurred as a result of traffic accidents and /or against liability that could be incurred to a third party motor vehicle insurance policies, provided by an insurer authorised to conduct insurance business in the United Kingdom.

Motor vehicle(s) means a vehicle (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers and does not exceed 44 tonnes, of which you are the owner and which you are authorised to drive.

Named drivers means the drivers who are permitted to drive your motor vehicles under your motor fleet insurance policy.

Period of insurance means the period of time which this motor fleet excess insurance policy applies to and that is shown on your certificate of insurance.

Settled claim means a valid claim paid under your motor fleet insurance policy or, in case of a motor insurance, by a relevant third party where you were at fault.

Third party a person or company liable to you in respect of a claim.

United Kingdom means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Waived or reimbursed means a right is relinquished or an amount is paid under a motor fleet insurance policy.

We/Us/Our means Inter Partner Assistance (the Insurer) and AXA Assistance (UK) Ltd (the service providers under this policy) both of The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK, RH11 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 ALPS.

You/your/policy holder means the company whose name appears on the certificate of insurance of this motor fleet excess insurance policy.

WHAT IS COVERED?

We will pay you an amount equal to the excess in relation to each settled claim on your motor fleet insurance policy up to annual aggregate limit in respect of claims arising from a motor fleet insurance claim only. This motor fleet excess insurance policy covers up to 30 motor vehicles only.

You are also covered where you have been unsuccessful in recovering the excess cost from a liable third party within six months of making a valid claim against them under your motor fleet insurance policy.

Annual aggregate limits available

- a) £1000 in any one policy period (Up to 5 motor vehicles)
- b) £3000 in any one policy period (Up to 10 motor vehicles)
- c) £5000 in any one policy period (Up to 15 motor vehicles)
- d) £7500 in any one policy period (Up to 20 motor vehicles)
- e) £10000 in any one policy period (Up to 30 motor vehicles)

Once you have made claims which total the annual aggregate limit no further payments will be made under this policy and this motor fleet excess insurance policy will lapse. You will then be liable for all and any future excess payments as defined in your motor fleet insurance policy. Please refer to your certificate of insurance to check the annual aggregate limit you have chosen.

GENERAL CONDITIONS

1. The motor fleet insurance policy must be valid and provided by an insurer authorised to conduct insurance business in the United Kingdom.
2. Your name or business name must be stated as the policy holder in the certificate of insurance and the motor fleet 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 motor fleet excess insurance 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. The insured must be a company registered 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 motor fleet excess insurance 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.
9. We may cancel this motor fleet excess insurance policy by giving you 14 days notice by recorded delivery to your last known address and will refund the amount of your premium proportionate to the unexpired term of your policy provided you have not made a claim.
10. The maximum value of any single claim is £1000.

WHAT IS NOT COVERED (EXCLUSIONS)

1. Claims from excess that do not arise from a Motor fleet insurance policy.
2. Any claims that arise from your motor fleet insurance policy within 31 days of the commencement date of your motor fleet excess insurance policy, which is stated in your certificate of insurance.
3. Claims where the excess is waived or reimbursed or not exceeded.
4. Claims which took place outside the period of insurance of this motor fleet excess insurance policy.
5. Claims where the incident took place outside the United Kingdom unless the vehicle is being used for personal use at the time of the incident.
6. Claims notified to us more than 31 days following the settlement of a claim under your motor fleet insurance policy.
7. Claims refused by your motor fleet insurance policy.
8. Any contribution or deduction from the settlement of your claim against your motor fleet insurance policy other than the stated policy excess for which you have been made liable.
9. Claims where the number of vehicles under the motor fleet policy is higher than 30.
10. Claims arising from breakdown, misfuelling, windscreen repair or replacement or any glass repair or replacement to your motor vehicle.
11. Claims arising from or involving recovery vehicles, couriers and taxis.
12. Any losses caused by war, revolution or any similar event.
13. 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.

HOW TO MAKE A CLAIM

Your claim will be handled by AXA Assistance (UK) Ltd. 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.

1. Scheme code:10389
2. Evidence the excess amount has been paid on your motor fleet insurance policy following your claim
3. Evidence that your claim on your motor fleet insurance policy has been settled stating that you were at fault.
4. Certificate of motor fleet insurance policy that you have paid the excess on.
5. The certificate of insurance or documentation detailing excess cover.

- Via the internet:

Visit our claims web site: <https://www.excessclaim.co.uk> where you will be able register your claim on line.

Or

- By Phone

Please call AXA Assistance on 01737 815404 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.

FAILURE TO FOLLOW THESE STEPS MAY DELAY OR JEOPARDISE THE PAYMENT OF YOUR CLAIM.

COMPLAINTS PROCEDURE

We do everything possible to make sure that you receive a high standard of service. If you are not satisfied with the service that you receive, please contact:

The Quality Manager

Inter Partner Assistance SA, The Quadrangle, 106 - 118 Station Road, Redhill, Surrey UK
RH1 1PR Telephone: 0870 609 0023 or 01737 815215.

If it is impossible to reach an agreement, you may have the right to make an appeal to the Financial Ombudsman Service by writing to:

The Financial Ombudsman Service
Exchange Tower
London, E14 9SE
Or, you can phone 0800 023 4567.

DATA PROTECTION

We will keep details of you, your cover and claims to help us deal with your claims, prevent and detect fraud, money laundering or similar activity. We will use this information in line with the Data Protection Act 1998. Upon payment of a statutory fee you can request a copy of the information that we hold about you. To request this, please write to:

Data Protection Officer

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK RH1 1PR

Please let ALPS know if you think any information we hold about you is inaccurate, so that we can correct it. The information we hold about you is confidential. We will only ever disclose it to another party with your consent, or if the law requires us to disclose it.

We may monitor and record phone calls to help maintain our quality standards and for security purposes.

Please contact ALPS if you would like to receive this information in an alternative format such as large print, audio or Braille.

Compensation Scheme

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). Further information can be obtained from the website www.fscs.org.uk

Motor Fleet Excess Insurance Protection Policy Summary

Some important facts about your excess insurance are summarised below. This summary does not describe all the terms and conditions of your fleet vehicle excess insurance policy, so please take time to read the policy document to make sure you understand the cover it provides. When reviewing your motor excess insurance policy it should be read in conjunction with your certificate of insurance.

Administered By: Auto Legal Protection Services Ltd (ALPS)
Insurer : Inter Partner Assistance SA

The period of insurance and annual aggregate limit are stated in your certificate of insurance.

Significant Features and Benefits	Significant and unusual exclusions or limitations
<p>We will pay you an amount equal to the excess in relation to each settled claim on your motor fleet insurance policy up to annual aggregate limit in respect of claims arising from a fleet insurance claim only. This fleet excess insurance policy covers up to 30 motor vehicles only.</p> <p>You are also covered where you have been unsuccessful in recovering the excess cost from a liable third party within six months of making a valid claim under your motor fleet insurance policy.</p> <p>Once you have made claims which total the annual aggregate limit, no further payments will be made under this policy and this fleet excess insurance policy will lapse. You will then be liable for all and any future excess payments as defined in your motor fleet insurance policy. Please refer to your certificate of insurance to check the annual aggregate limit you have chosen.</p>	<ul style="list-style-type: none"> • Claims that do not arise from a motor fleet insurance policy. • Any claim made within 31 days of the commencement date of this motor excess insurance policy. • Any claim not notified to us within 31 days of settlement of your motor fleet insurance claim. • Claims of a lower value than the value of excess under your motor fleet insurance policy. • Claims refused by your main insurer. • Claims where the incident took place outside the United Kingdom unless the vehicle is being used for personal use at the time of the incident. • Claims arising from breakdown, misfuelling, windscreen repair or replacement or any glass repair or replacement to your vehicle. • The maximum value of any single claim is £1000

Cancellation rights (cooling off period)

If you find that the cover provided under this policy does not meet your needs, please contact ALPS on 0843 178 0600 within 14 days of receiving this document and we will cancel this policy. You will receive a full refund of your premium as long as you have not made any claims. You may cancel this insurance by giving us written notice. No premium will be refunded following expiry of the 14 day cooling off period.

To make a claim

Visit our claims web site: <https://www.excessclaim.co.uk> where you will be able register your claim on line using scheme code: 10388.

By Phone

Please call AXA Assistance on 01737 815404 to notify your claim. You will receive a claim form to complete and will be asked to send us copies of your documents.

Complaints procedure

If you are not satisfied with any aspect of this policy or our service, please contact us on 0870 609 0023 or 01737 815215 or write to:

Quality Manager,
Inter Partner Assistance SA,
106-118 Station Road,
Redhill, Surrey, UK.
RH1 1PR.

If your complaint is not resolved you can refer your complaint to the Financial Ombudsman Service.

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS).