

Excess protection

Policy Wording

This policy has been arranged by Brightside Insurance Services Ltd and will run concurrently with **your** Brightside Insurance Services Ltd 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 policy schedule**.

Who is your 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.

Certification of Cover

This policy document combined with **your policy schedule** certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

Important

Please keep this policy document, together with **your policy schedule**, 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 Brightside Insurance Services Ltd. If **your** Brightside Insurance Services Ltd **motor insurance policy** is cancelled for any reason this policy will also be cancelled.

Who administers your policy?

We have appointed Direct Group Limited to administer **your** policy, and handle claims. Direct Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

Language

You will notice that some words throughout this document are shown in bold type. These words are listed and defined in the 'definitions' section at the end of this document.

Please contact **us** on 0333 222 4540 if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

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

What does the policy cover and what will it pay out?

Events

During the **period of insurance** and within the **territorial limits** this policy will provide cover in the event of:

- A settled claim on **your motor insurance policy** where **you** are unable to recover **your excess** from a third party; or
- If **your** motor insurer deems the claim not **your** fault, and if **you** are unable to recover **your excess** from the third party within 6 months of the claim being settled.

This policy will only provide cover when the amount claimed on the **motor insurance policy** exceeds the **excess** amount.

Benefits

In the event of a valid claim this policy will pay the lesser of:

- **Your excess;** or
- The **policy limit;** or
- The difference between the total of any previous claims on this policy during the **period of insurance**, and the **policy limit**.

The maximum payable for the total of all claims made under this policy during the **period of insurance** is the **policy limit**.

What is not covered?

The policy will not pay out for the following:

- Claims when the amount claimed on the **motor insurance policy** does not exceed the **excess** amount;
- Any **excess** in respect of windscreen, 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 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**;
- Any claim resulting in any way from:
- War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
- Ionising radiation or contamination by radioactivity from any nuclear fuel or weapons, or from any nuclear waste from the combustion of nuclear fuel;
- **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Conditions and limitations

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

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to **us** is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.

You must contact Brightside Insurance Services Ltd immediately in the event that there is a change to **your** circumstances, as follows:

- You** change **your** address;
- You** are convicted of a criminal offence or receive a police caution;
- You** have insurance refused, declined, cancelled or terms applied by another insurance provider.

Transferring your interest in the policy

You cannot transfer **your** interest in the policy to anyone else.

How to make a claim

If **you** want to make a claim on the policy please read this policy document to check that the cause of the claims is covered and then follow the instructions below:

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 lapsed from the incident date.

Online

Visit **our** website at www.ryandirectgroup.co.uk/excess and download a claim form which will provide details of the information required.

By telephone

Contact the **administrator** on 0330 102 6055.

They will provide **you** a claim form including list of the documents or evidence that is required e.g. Proof of **excess** paid.

Please send all completed claims forms and documentation to specialist claims, PO Box 1192, Doncaster, DN1 9PU.

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 eg. Proof of **excess** paid.

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

- Take over the defence or settlement of any claim against you;
- 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.

Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by contacting Brightside Insurance Services Ltd on 0333 222 4540 or by writing to: Brightside Car Insurance, PO Box 80358, LONDON, N17 1JB.

If the policy is cancelled for any reason 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.

If the policy is cancelled for any reason after the 14 day cooling off period then no refund of premium will be payable.

Insurer's right to cancel

This policy runs concurrently with **your motor insurance policy**. If **your motor insurance policy** is cancelled for any reason this policy will also be cancelled.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Fraud;
- If **you** refuse to allow us reasonable access to **your** property/**vehicle** etc in order to provide the services **you** have requested under this policy or if **you** fail to co-operate with **our** representatives;
- Non-payment of premium;
- Threatening and abusive behaviour;
- If **you** otherwise cease to comply with the terms and conditions of this policy.

Where we have cancelled your policy after the 14 day cooling off period then no refund of premium will be payable.

Termination of Cover

This insurance cover shall automatically terminate immediately upon the first to occur of the following:

1. The expiry of the **period of insurance**;
2. Upon cancellation of the policy by **you** or **us**;
3. If **you** do not pay the premium;
4. If **we** are prohibited by law from continuing to provide cover or services to **you** under this policy.

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 Brightside Insurance Services Ltd.

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

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:

Customer relations team, PO Box 1193, Doncaster, DN1 9PW.

Tel: 0330 102 6055

Email: customer.relations@directgroup.co.uk

If **you** remain dissatisfied after the **administrator** has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The address is: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

Telephone number: 0800 0234 567 from a landline or 0300 1239 123 from a mobile.

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.fos.org.uk

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

Legal and regulatory information

Premiums and claims – your rights

Please note that once **you** have paid **your** premium to Brightside Insurance Services Ltd **we** treat it as having been received by **us**.

Law

This policy is governed by the laws of England and Wales.

Fraudulent Claims

If **you** make any request for a payment under this policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to have known it to be fraudulent or false, this policy shall become void and any premiums paid hereunder shall be forfeited and **we** shall be entitled to recover any monies previously paid.

In the event that **we** suspect that any claim is fraudulent or false or **we** suspect there is any collusion between any parties, **we** may contact and access information held by the Insurance Fraud Bureau or other fraud prevention agencies to determine if fraud has been reported before, if this has been investigated and if fraud was detected. If the Insurance Fraud Bureau confirm that **you** have been involved in insurance fraud, this policy shall become void and any premiums paid hereunder shall be forfeited and **we** shall be entitled to recover any monies previously paid.

Data protection.

Please read the paragraphs below, which define how Brightside Insurance Services Ltd and the **insurer** use information about **you** for the purpose of providing **you** with insurance services and additional products and services.

Brightside Insurance Services Ltd and the **insurer** appreciate the importance of the protection, confidentiality and security of **your** information.

Personal information

By purchasing Brightside Insurance Services Ltd products and services, **you** agree that Brightside Insurance Services Ltd and the **insurer** may:

- Disclose and use information about **you** and **your** insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service **your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law;
- Monitor and/or record **your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- Undertake all of the above within and outside the **United Kingdom** and the European Union. This includes processing **your** information in other countries in which data protection laws are not as comprehensive as in the European Union. However, Brightside Insurance Services Ltd and the **insurer** have taken appropriate steps to ensure the same (or equivalent) level of protection for **your** information in other countries, as there is in the European Union.

If **you** want to know what information is held about **you** by Brightside Insurance Services Ltd please write to: Brightside Car Insurance, PO Box 80358, LONDON, N17 1JB.

If **you** want to know what information is held about **you** by the **insurer**, please write to **us** at:

Data Protection Officer, The Quadrangle, 106-118 Station Road, Redhill RH1 1PR.

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **you** is only held for so long as it is appropriate for the above.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations to **you** under this contract.

Further information can be obtained by writing to the Financial Services Compensation Scheme, 10th floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or visit the website: www.fscs.org.uk

Definitions

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

Administrator

Direct Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

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

The vehicle listed in and insured under the **motor insurance policy**, as detailed on **your policy schedule**.

Motor insurance policy

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

Period of Insurance

This policy will run concurrently with **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 policy schedule**.

Policy Schedule

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**.

Policy Limit

£300, £500 or £1000 (depending on the premium paid as detailed in **your** welcome pack) being the maximum amount payable by **us** in respect of any one claim and in aggregate for all claims made during any **period of insurance**.

Territorial Limits

This policy only provides cover for incidents that occur within the **United Kingdom**, or, if **your motor insurance policy** provides cover for using the **insured vehicle** abroad, within the European Union and any other country which the commission of the European communities is satisfied has made arrangements under article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle, including transit by sea, rail or air directly between two of these places. Under no circumstances will cover under this policy operate in any country which is not covered by **your motor insurance policy**.

United Kingdom/UK

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

We/Us/Our/Insurer

Means Inter Partner Assistance of the Quadrangle, 106-118 Station Road, Redhill, Surrey, UK, RH1 1PR.

You/Your

The person whose name is shown on the **policy schedule** as the insured person.