



EXCESS PROTECTION INSURANCE

Your Policy Wording

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Thank you for choosing Excess Protection Insurance. This policy wording contains important information and we have made it as easy as possible to understand. Please take time to read through it and contact us if you need any further information.

Authorisation & Regulation

Great Lakes Insurance UK Limited

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Fish Administration Ltd

(acting in an underwriting capacity on behalf of Great Lakes Insurance UK Limited under Agreement No. REUKG2100581)

Registered in England and Wales. Registration No. 4214119

Registered Office: Rossington's Business Park,
West Carr Road, Retford, Nottinghamshire, DN22 7SW

Fish Administration Ltd is part of PIB Group.

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance UK Limited is covered by the FSCS.

You may be entitled to compensation from the scheme in the unlikely event they cannot meet its obligations. Further information about the compensation scheme arrangements is available from the FSCS www.fscs.org.uk.

What makes up this policy?

This policy and the **Policy Schedule** must be read together as they form **Your** insurance contract.

Monetary limits

We can insure **You** up to the amount of the sum insured as specified in "Coverage Limits Available".

Important Information

Please take time to read Your policy documents in full to make sure You understand the cover provided.

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in **Your Policy Schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **Period of Insurance**.

Your policy is valid for the **Period of Insurance** as shown on **Your Policy Schedule**.

Please refer to the policy documents provided to **You** when the policy was purchased or amended, for details of the type and level of cover **Your** policy provides.

Information you have provided

You must take reasonable care to provide accurate and complete answers to all the questions **You** are asked when **You** take out, make changes to, or renew this policy.

You must notify Fish Insurance as soon as possible if any of the information in **Your** policy documents is incorrect or if **You** wish to make a change to **Your** policy.

If **You** do not provide accurate and complete answers to the questions **You** are asked, or **You** fail to notify Fish Insurance of any incorrect information or changes **You** wish to make, **Your** policy may not operate in the event of a claim, **We** may charge **You** an additional premium, **We** may not pay any claim in full or **Your** policy could be invalid.

Changes that may affect your cover

You must tell **Us** as soon as possible about any changes to the information **You** provided when **You** purchased or renewed this policy, for example:

- **You** change **Your** car
- **You** change address

This is not an exhaustive list and any changes **You** tell us about may affect **Your** cover or result in a change to **Your** premium. If **You** are unsure whether a change may affect **Your** cover, please contact Fish Insurance.

Cancellation

You have the right to cancel this policy within 14 days of the date **You** purchased the policy or when **You** received the policy documents, if this is later.

You do not need to provide a reason for cancellation, and **We** will provide a full refund of any premium paid, unless **You** have made a claim or there has been an incident likely to result in a claim.

If **You** wish to cancel the policy after 14 days, no refund of premium will be available.

Cancellation by us

We may at any time cancel this insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in **Your** circumstances means that **We** can no longer provide cover
- f) where **We** identify **Your** involvement in, or association with, insurance fraud or financial crime
- g) where **You** have misrepresented or provided false information to the questions asked **You** when purchased, renewed or amended **Your** policy

If **We** cancel **Your** policy, **We** will provide a refund of **Your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud.

Renewal of your policy

We reserve the right not to invite the renewal of **Your** policy. In this event we will notify **You** in writing to let **You** know.

How to make a claim

If **You** need to make a claim please let **Us** know as soon as possible by contacting **Us** in one of the following ways:

Fish Insurance
Southgate House, Southgate St, Gloucester GL1 1UB
Tel: 0333 331 3840

Email: claims@fishinsurance.co.uk

In all correspondence, please state the unique policy number from **Your Policy Schedule**. This will help **Us** to confirm **Your Policy** details and deal with **Your** claim as quickly as possible

If an incident occurs, **You** should take any immediate action **You** think is necessary to protect **Yourself** and/or **Your** belongings from further damage.

Jurisdiction and law

Any dispute arising out of or in connection with this **Policy** shall be subject to and construed solely in accordance with the laws of England and Wales. **You** and **We** agree that all disputes arising out of or in connection with the **Policy** shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the Arbitration and EU Disclosure Clauses.

Complaints Procedure

We always aim to get things right first time and **We** are committed to ensuring that **We** achieve the highest level of service for **Our** customers. If **You** feel this hasn't happened, **We** would like to hear about it so that **We** have an opportunity to put things right for **You** and to improve **Our** service in the future. **Your** complaint will be reviewed promptly and fairly by an independent party to the complaint itself.

Where to start

If **You** wish to raise a complaint **You** can contact **Us** by telephone, email or in writing using the details shown below, depending on the type of complaint.

To help **Us** investigate and resolve **Your** complaint, please provide the following:

- **Your** policy number
- Details of **Your** complaint
- **Your** contact details and **Your** preferred method of contact – these will help **Us** should **We** need to discuss **Your** complaint or require further information

1. For complaints regarding the sale or service of Your Policy

Please contact:

Fish Insurance
Southgate House
Southgate Street
Gloucester GL1 1UB

Email: info@fishinsurance.co.uk
Telephone: 0333 331 3900

What happens next?

We will promptly acknowledge **Your** complaint and **We** will try to resolve **Your** complaint immediately. If this is not possible, **We** will write to **You** within 5 days informing **You** whether further investigation is necessary.

In the event that **Your** complaint has not been resolved within 4 weeks of its receipt, **We** will contact **You** again and provide an update; the reasons why and the further action **We** will take.

If following **Our** investigation and response to **You**, **You** are not satisfied with the outcome or **We** do not complete **Our** investigation within 8 weeks, **You** can refer **Your** complaint to the Financial Ombudsman Services (FOS).

If **You** receive a final response letter from **Us** and **You** are dissatisfied with the outcome and **You** want to contact the Financial Ombudsman Services (FOS) **You** must do so within 6 months of the date of **Our** final response letter. Their contact details are shown below.

2. For complaints regarding a claim:

Please contact:

Fish Insurance
Southgate House
Southgate Street
Gloucester GL1 1UB

Email: claims@fishinsurance.co.uk

Telephone: 0333 331 3840

What happens next?

If **Your** complaint cannot be resolved satisfactorily by close of business on the third working day following receipt, **Your** complaint will be referred to the Complaints Manager for Ergo UK Specialty Ltd, who will send **You** an acknowledgement letter.

If **You** don't receive an acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Complaints Manager yourself by using any of the contact details below:

Complaints Manager
Ergo UK Specialty Ltd
10 Fenchurch Avenue,
London, EC3M 5BN.

Email: complaints@ergo-commercial.co.uk

The Complaints Manager will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

Financial Ombudsman Service (FOS)

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

www.financial-ombudsman.org.uk

Who is eligible to purchase this policy?

Any person permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland and the Isle of Man) and who is the holder of a current and valid UK driving licence or holds a full internationally recognised licence.

Cover Provided

Cover is provided for the **Excess** that **You** would have been responsible for following the successful settlement of any physical damage claim for **Your** vehicle by **Your Motor Vehicle** Insurer in respect of claims arising as a result of accidental damage, fire, theft, or vandalism.

The maximum amount payable under this policy, with the level of coverage (which is subject to the appropriate premium having been paid), is the amount **You** would have to pay, which is the first amount of any claim, shown in the **Policy Schedule** under own damage of **Your Motor Insurance Policy**. Only when the **Excess** of the current and valid **Motor**

Insurance Policy is exceeded will this **Excess** Protection policy respond to its full value.

Coverage limits available

£250 in total in any one policy period.

Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy where it appears with a capital letter and in bold.

- **Commercial Travel** means commercial use by sales representatives.
- **Damage / Damaged** Accidental physical loss, damage, or destruction
- **Driving Instructor** means Approved Driving Instructor (ADI) with the Driving Standards Agency.
- **Excess** means the amount **You** must pay under the terms of **Your Motor Insurance Policy**.
- **Motor Insurance Policy** – means the insurance policy issued by an authorised UK **Motor Insurer** to **You** in respect of **Your Motor vehicle**.
- **Motor Insurer** – means an authorised UK Motor Insurer.
- **Motor vehicle** 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 3.5 tonnes, of which **You** are the owner or which **You** are authorised to drive
- **Named Driver(s)** – means drivers in addition to **You** who are permitted to drive under the terms of **Your Motor Insurance Policy**.
- **Period of Insurance** - means the period for which **We** have accepted the premium as stated in **Your** policy document.
- **Policy Schedule** - this forms part of this policy document and contains the name of the policyholder.
- **Terrorism** Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of an act of terrorism, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- **Waived or Reimbursed** means where a third party has already made good which is the first amount of any claim, shown in the **Policy Schedule** under own damage of **Your Motor Insurance Policy**.

- **We/Us/Our** means Great Lakes Insurance UK Limited
- **You/Your:** the person shown on the **Schedule** as the policyholder.

General conditions applicable

You must comply with the following conditions to have the full protection of **Your** policy.

Cover is provided under the following “Use Types”;

A – Social Domestic & Pleasure

B – Personal Business Use By policyholder

C – Personal Use by a **Named Driver(s)**.

D – Personal Business Use by policyholder & **Named Driver(s)**

E - Business use by policyholder / **Named Driver** (excluding **Commercial Travel**)

Approved **Driving Instructors**’ are included.

The **Excess** Protection policy will continue to respond for the **Period of the Insurance** or until **Your** chosen level of indemnity on this **Excess** Protection policy is exhausted; whichever comes first. **You** will then be liable for all and any future **Excess** payments as defined in **Your** main **Motor Insurance Policy** for the remainder of this **Period of Insurance**.

The insurance policies that **You** have must be current and valid insurance that is provided by an FCA regulated and compliant UK insurer.

The policyholder as stated on the **Policy Schedule** must match the lead name of the individual on the main policy that has responded and to which this policy will respond to the amount of the **Excess**.

Only when the **Excess** of the current and valid main insurance policy is exceeded and following the successful claim payment will this policy respond to its full value.

What is not covered (Exclusions)

1. Any claim that **Your** main **Motor Insurance Policy** does not respond to or the **Excess** is not exceeded.
2. Any claim on the main insurance policy which occurred prior to the attachment date of this Insurance as shown on **Your Policy Schedule**.
3. Any claim where the main Insurance policy issued by an authorised UK **Motor Insurer** is on the basis of or includes **Commercial Travel**.

4. Any claim notified to **Us** more than 31 days following the settlement of **Your** claim by **Your** main policy insurer.
5. Any contribution or deduction from the settlement of **Your** claim against **Your** main insurance policy other than the stated **Excess**, for which **You** have been made liable.
6. Where a third party has **Waived or Reimbursed You** and made good which is the first amount of any claim, shown in the **Policy Schedule** under own damage of **Your Motor Insurance Policy**.
7. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
8. Any claim that is refused by **Your** main policy Insurers to whom **You** are claiming.
9. Any claim in respect of damage to **Your** own property caused by **You** where the value of the damage to **Your** property is within the original **Excess** on **Your** motor policy.
10. **Terrorism**
We will not indemnify **You** against loss, **Damage**, cost, or expense or **Your** legal liability directly or indirectly caused by or arising out of **Terrorism** or any loss, **Damage**, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence of the loss.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense or liability is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
11. **War**
We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.
12. Any loss or damage which occurred prior to the commencement of this insurance.
13. **You** being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any substance except those prescribed by a registered medical doctor.
14. Suicide, attempted suicide or deliberate injury to **You** or putting **Yourself** in unnecessary danger (unless trying to save human life).
15. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
16. Riot, civil commotion or strikes.

Conditions Applicable

Right of Recovery - If a third party is believed to be responsible for any claim, **We** may take over, defend or settle the claim, or take up any claim in **Your** name for **Our** own benefit. This is known as exercising **Our** right of subrogation. **You** must give **Us** all the help and information **We** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission. **We** will pay any costs or expenses involved in exercising our right of subrogation.

Motor Insurance - **You** must maintain at all times during the period of this policy a **Motor Insurance Policy** issued by a UK registered and authorised **Motor Insurer** to **You** in respect of **Your** Motor.

Other Insurance - If there is any other insurance policy covering the same loss, damage or liability **We** will not pay more than **Our** rateable share.

Duty of Care - **You** must take care to prevent any accidental damage, malicious damage or theft and keep **Your** vehicle in accordance with the security requirements and maintain them in a good state of repair and condition. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

Keeping to the terms of this policy - We will only give **You** the cover that is described in this policy if any person claiming cover has met with all its terms and the terms of the **Excess** Protection Insurance Policy, as far as they apply.

Fraudulent Claims

If **You** or anyone acting for **You** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sending **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **You** caused deliberately or
- Acting dishonestly or exaggerating a claim

We;

- (a) are not liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise our right under (c) above, **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

Insurer Privacy Notice

Information We process

You should understand that information **You** provide, have provided, and may provide in future will be processed by **Us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

Information containing personal and sensitive personal information

Information **We** process may be defined as personal and/ or sensitive personal information. Personal information is information that can be used to identify a living individual e.g., name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **Your** health and/or any criminal convictions.

We will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

Collecting electronic information

If **You** contact **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

How We use Your information

Your personal and/or sensitive personal information may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process, and manage claims; and/or
- prevent fraud.

Who We share Your information with

We may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within JRP Insurance Management Ltd and Great Lakes/ Ergo/Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services

We will not disclose **Your** personal and/or sensitive personal information to anyone outside the JRP Insurance Management Ltd and Great Lakes/Ergo/Munich Re Group of companies except:

- where **We** have **Your** permission;
- where **We** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **We** may transfer rights and obligations under the insurance.

Why is it necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **We** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

The transferring of information outside the European Economic Area

In providing insurance services, **We** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens, **We** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

Access to Your information

You have a right to know what personal and/or sensitive personal information **We** hold about **You**. If **You** would like to know what information **We** hold, please contact the Head of Compliance at the address listed within this notice, stating the reason for **Your** enquiry. We may write back requesting **You** to confirm **Your** identity.

If **We** do hold information about **You** We will:

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If some of **Your** information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting **Our** Head of Compliance.

Providing consent to process Your information

By providing **Us** with **Your** personal and/or sensitive personal information, **You** consent to **Your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice

If **You** supply **Us** with personal information and/or sensitive personal information of other people, please ensure that **You** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

You should understand that if **You** do not consent to the processing of **Your** information or **You** withdraw

consent, **We** may be unable to provide **You** with insurance services.

Changes to this Notice

We keep Our privacy notice under regular review. This notice was last updated on the 18th April 2018.

Contacting Us

If **You** have any questions relating to the processing of **Your** information, contact:

Head of Compliance,
ERGO UK Specialty Ltd, on behalf of
Great Lakes Insurance UK Ltd,
Munich Re Group Offices,
10 Fenchurch Avenue,
London, EC3M 5BN.
Telephone: 020 3003 7444
E-mail:complaints@ergo-commercial.co.uk