

ADRIAN FLUX INSURANCE SERVICES PRODUCED BUSINESS

Commercial Vehicle Excess Protect Wording

In consideration of you having purchased Business & Domestic Commercial Vehicle Excess Protect insurance, we agree to indemnify you in accordance with the terms exclusions and conditions set out below.

This insurance is sold by Adrian Flux Insurance, arranged by Business & Domestic Insurance Services and underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited, a company registered in the UK under Registration No. 354568, and whose registered office is at Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Adrian Flux Insurance is authorised and regulated by the Financial Services Authority (firm reference number 307071) for the sale and administration of general insurance products in the United Kingdom and throughout the Members of the European Economic Area (EEA).

UK General Insurance Limited and Ageas Insurance Limited are authorised by the Financial Services Regulatory Authority and is licensed to operate in the United Kingdom by the Financial Services Authority under Registration No 202039. This can be checked on the FSA's register by visiting the FSA's website or contacting them on 0845 606 1234. Business & Domestic Insurance Services is a trading style of the Motorway Direct plc group of companies, who are authorised and regulated by the Financial Services Authority (FSA), authorisation number 311741. Our address is 1 Waterside Court, Bold Street, Sheffield, S9 2LR.

Law applicable to this policy

Unless we have agreed otherwise the laws of England will govern this contract and the courts of England and Wales will have jurisdiction to hear any disputes regarding your policy.

Data Protection Act 1998

The data supplied by you will be treated in confidence and will become part of the personalised data held by us and the claims administrator who may use it for research, statistical analysis and administration purposes. Your personal data will not be disclosed except where permitted by law, or where it is necessary to administer your policy effectively. We may disclose the data you have supplied to other third parties such as other insurers.

Where you have given your consent or not opted out, your data may be shared with any company from time to time forming part of the Motorway Direct group of companies and other selected third parties who may use it for research and marketing purposes. You may be contacted by mail, telephone, fax, email, automated calling services or other reasonable method with details of products or services offered by one of the above. If you do not want your details to be used for marketing please write to:

The claims administrator, Trent-Services (Administration) Ltd, Trent Lodge, Stroud Road, Cirencester, Gloucestershire, GL7 6JN.

The claims administrator will collect sensitive information when you make a claim and we cannot offer you this insurance unless you give the Claims Administrator permission to collect and use sensitive information. Sensitive information which the Claims Administrator collects will only be used when you make a claim.

Sensitive information under the Data Protection Act 1998 includes health records. The Data Protection Act 1998 gives you the right to a copy of your personal data held by us upon payment of a fee.

Cancellation

We hope you are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with your requirements, return it to Adrian Flux within 14 days of issue and we will refund your premium. Thereafter, you may cancel the policy at anytime however no refund of premium will be available. We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to you at your last known address. Provided the premium has been paid in full you will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Customer Service

To cancel this policy or make any other changes, except to report a claim, please contact Adrian Flux Insurance on 0844 888 5544.

Section 1 - Definitions

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

1. **“Claims Administrator”** Trent-Services (Administration) Ltd, who are authorised and regulated by the Financial Services Regulatory Authority 315285. Registered address: Trent Lodge, Stroud Road, Cirencester, Gloucestershire, GL7 6JN. Company No. 05297950. Telephone: 01285 626060.
2. **Excess** means the amount you must pay under the terms of **your motor insurance policy** in the event of a claim.
3. **“Limit of Cover”** means the total aggregate amount which we will pay to you under this policy during the relevant **period of insurance** being the amount specified on **your schedule of insurance**.
4. **“Motor insurance policy”** - means the insurance policy issued by an authorised United Kingdom **motor insurer** to you in respect of **your motor vehicle**.
5. **“Motor insurer”** - means an insurance company authorised by the FSA to write motor insurance in the United Kingdom.
6. **“Motor vehicle”** a four wheeled vehicle or motorcycle (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is designed 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.
7. **“Named Driver(s)”** - means drivers in addition to you who are permitted to drive under the terms of **your motor insurance policy**.
8. **“Period of insurance”** - the length of time that this policy operates as stated on the **schedule of insurance**.
9. **“Schedule of insurance”** - this forms part of this policy document and contains the name of the policyholder and gives details of the cover provided by this policy.
10. **“We/Us/Our”** means UK General Insurance Limited on behalf of Ageas Insurance Limited.
11. **“You/your”** means the individual or company- whose name appears at the top of the **schedule of insurance** or confirmation of coverage document.

Section 2 - What Is Covered

1. Subject to the appropriate premium being paid, we will pay you in the **period of insurance**, an amount equal to the amount of the **excess** in relation to each settled claim on **your motor insurance policy** up to **your limit of cover** in respect of claims arising as a result of fire, theft, flood or vandalism or an accident that was **your fault** or partially **your fault**, or where within 6 months you are unable to recover **your excess** from a liable third party.
2. **Limits of Cover** available
 - A) £ 300 in any one policy period
 - B) £ 500 in any one policy period
 - C) £1,000 in any one policy period
3. Please refer to the **schedule of insurance** for **your limit of cover**.

Section 3 -What is not covered

1. Any claim not covered by **your main motor insurance policy** or where the **excess** is not exceeded.
2. Any claim notified to us more than 31 days following the settlement of **your claim** by **your motor insurance policy**.
3. Any contribution or deduction from the settlement of **your claim** against **your motor insurance policy** other than the stated policy **excess**, for which you have been made liable.
4. Any claim where you are able to recover **your excess** from a liable third party.
5. Any liability you accept by agreement or contract, unless you would have been liable anyway.
6. Any claim that is refused by **your motor insurance policy**.
7. Any claim arising solely from glass repair or replacement.
8. Any **motor vehicle** used for haulage.

Section 4 - General conditions applicable

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

1. You must be a permanent resident in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man) to qualify for cover under this policy.
2. You must have a current and valid UK driving licence, or hold a full internationally recognised licence.
3. Motor vehicles covered under a commercial fleet insurance policy may be covered under this policy, but only where the total number of vehicles on that fleet policy does not exceed 30 vehicles and the total number of vehicles owned by you does not exceed 30. All eligible **motor vehicles** covered under the commercial fleet insurance policy must also be covered under a Commercial Vehicle Excess Protect policy.
4. This policy will continue to respond for the **period of insurance** or until **your chosen limit of cover** is exhausted; whichever comes first.
5. The **motor insurance policy** that you have must be current and valid and provided by an FSA regulated and authorised United Kingdom insurer.
6. Your name as stated on the **schedule of insurance** must match the lead name of the individual on the **motor insurance policy** for which you are asking us to indemnify the **excess**.
7. Only when a successful claim payment under the **motor insurance policy** is made which exceeds the **excess** under the **motor insurance policy** will you be able to claim under this policy.
8. If you, or anyone acting on your behalf or with your knowledge or consent has used any fraudulent means, including inflating or exaggerating costs or submitting falsified documents, we will not pay that or any other

claim. **We** will also take necessary action to recover any previous paid claims, declare the insurance void and may take legal action. **We** will not refund any premium.

9. Motor Insurance - **you** must maintain at all times during the period of this policy a **motor insurance policy** issued to **you** in respect of **your motor vehicle** by a UK registered and authorised **motor insurer**.
10. **You** cannot transfer **your** insurance to another vehicle or owner.
11. Right of Recovery - **we** can take proceedings in **your** name but at our expense to recover for our benefit the amount of any payment made under this policy.
12. Other Insurance - if **you** were covered by any other insurance for the **excess** payable following the incident, which resulted in a valid claim under this policy, **we** will only pay **our** share of the claim.
13. Reasonable Precautions - **you** must take reasonable steps to safeguard against loss or additional exposure to loss.
14. 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 policy, as far as they apply.

Section 5 - Making a claim:

Please call the **claims administrator**, Trent Services (Administration) Ltd, on 01285 626 020 and they will issue **you** with a claim form by email or post, together with an acknowledgement letter.

Once the claim form is completed, return to the **claims administrator** with the following supporting documentation;

1. A copy of **your schedule of insurance**.
2. **You** must provide a copy of **your** settlement letter from **your motor insurance policy** insurer, which must state the amount settled and the **excess** deducted.

Your claim form should be sent to

Trent-Services (Administration) Ltd
Trent Lodge
Stroud Road
Cirencester
Gloucestershire
GL7 6JN

Should you need to call the **claims administrator** please call 01285 626 020

PLEASE NOTE: FAILURE TO FOLLOW THESE STEPS MAY DELAY AND / OR JEOPARDISE THE PAYMENT OF **YOUR** CLAIM.

Section 6 - Complaints Process

We hope **you** will be pleased with the service **we** provide. However, if **you** have a complaint about the way in which this policy was sold please contact Adrian Flux at:

Adrian Flux Insurance
East Winch Hall, East Winch
Kings Lynn
Norfolk
PE32 1HN

Telephone number: 0844 888 5544

If **your** complaint is related to a claim, in the first instance please contact the **claims administrator**, Trent-Services (Administration) Ltd at:

The Claims Manager
Trent-Services (Administration) Ltd
Trent Lodge
Stroud Road
Cirencester
Gloucestershire
GL7 6JN
Tel: 01285 626020
Email: admin@trent-services.co.uk

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

In the event **you** remain dissatisfied and wish to make a complaint, **you** can do so by contacting the following:

The Customer Relations Manager,
UK General Insurance Limited

Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds,
LS10 1RJ.

Tel: 0845 218 2685

Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
Docklands,
London,
E14 9SR.

Tel: 0845 080 1800

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Section 7 -Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk