

Commercial & Motor Trade Excess Reimbursement Policy Wording

Please refer to **Your Certificate of Insurance** for confirmation of coverage details

This is **Your Commercial & Motor Trade Excess Reimbursement Insurance Policy**. It contains details of cover, conditions and exclusions relating to each **Insured Person** and is the basis on which all claims will be settled.

INSURER

This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Group. IPA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority (FSA) in the UK (FSA register number 202664). IPA's registered address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR (Registered branch number: FC008998).

WHAT MAKES UP THIS POLICY?

This Policy and the Certificate of Insurance must be read together as they form the insurance contract.

JURISDICTION AND LAW

This insurance policy will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

COOLING OFF PERIOD

Crusader Assistance will refund the Insured's premium in full, if within 14 days of purchasing this insurance the Insured decide that it does not meet their needs, providing that they have not made a claim. Once the 14 days has expired the Insured has no right to cancel this insurance.

COMPENSATION SCHEME

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms. Further information can be obtained from the website www.facs.org.uk

DATA PROTECTION

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998 as amended, for the purpose of providing insurance and handling claims, if any, which may necessitate such information being provided to third parties.

INSURING CLAUSE

In consideration of payment of the premium, the Insurer will indemnify or otherwise compensate **Insured** against financial loss, as described in and subject to the terms, conditions, limits and exclusions of this policy, occurring or arising during the **Period of Insurance** or any subsequent period for which the Insurer agrees to accept a renewal premium.

CANCELLATION

We may cancel the policy at any time by giving the **Insured** 7 days' written notice to the last known email address (or mailing address if the **Insured** do not have an email address) provided by the **Insured**. We will give the **Insured** a proportionate refund of any premiums paid for the insurance cover remaining, providing the **Insured** have not made any claim during the **Period of Insurance** cover.

DEFINITIONS

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

"Certificate of Insurance" - this forms part of this policy document and contains the name of the Insured and gives details of the cover provided by this Policy.

Commercial & Motor Trade Excess Reimbursement Policy Wording

“Commercial & Motor Trade Insurance Policy” means the insurance policy issued by an authorised UK Motor Insurer in respect of the Insured’s Motor Vehicles. The policy number of the Commercial & Motor Trade Insurance will be shown on the Certificate of Insurance.

“Cover Limit” means the total aggregate amount which We will pay to the Insured under this Policy during the relevant Period of Insurance being the amount specified in the Certificate of Insurance.

“Excess” means the amount the Insured is responsible for paying under the terms of their Commercial & Motor Trade Insurance.

“Insured” means the party referred to in the Commercial & Motor Trade Excess Protection Certificate of Insurance and whose name also appears on the Commercial & Motor Trade Insurance policy.

“Motor Insurer” means an authorised UK motor insurer.

“Motor Vehicle” means a wheeled vehicle that carries its own engine (not being an invalid carriage) being;

- a car which is constructed for the carriage of not more than 7 passengers and their effects
- a van not exceeding an unloaded weight of 3.5 Metric Tonnes being used for transporting goods or groups of people
- a vehicle exceeding 3.5 Metric Tonnes but not exceeding 44 Metric Tonnes being used for transporting goods
- a motorcycle

“Named Driver(s)” means drivers who are permitted by the Insured to drive under the terms of their Commercial & Motor Trade Insurance Policy.

“Period of Insurance” means the period for which We have accepted the premium as stated in the Certificate of Insurance.

“Policy” means this Commercial & Motor Trade Excess Protection policy.

“Waived or Reimbursed” means where a third party has already made good the Excess.

“We/Us/Our” means Inter Partner Assistance SA and AXA Assistance (UK) Limited: both members of the AXA Group. Their registered address is: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

Cover provided

1. Cover is provided for the reimbursement of the Excess applicable under the Insured’s Commercial & Motor Trade Insurance Policy following the successful settlement of a claim.
2. The maximum amount payable under this Policy will be the amount as stated on the Insured’s Certificate of Insurance.
3. This Policy will continue to respond for the Period of Insurance or until the chosen level of indemnity is exhausted which ever comes first.

What is not covered (Exclusions)

1. Any claim that the Insured’s Commercial & Motor Trade Insurance Policy does not respond to or the Excess is not exceeded.
2. Any claim on the Insured’s Commercial & Motor Trade Insurance Policy which occurred prior to the attachment date of this Policy as shown on the Certificate of Insurance.
3. Any claim notified to Us more than 31 days following the settlement of the Insured’s claim by the Insured’s Commercial & Motor Trade Insurance Policy Insurer.

**Commercial & Motor Trade Excess Reimbursement
Policy Wording**

4. Any contribution or deduction from the settlement of the Insured's claim against the Insured's Commercial & Motor Trade Insurance Policy other than the stated Excess, for which the Insured has been made liable.
5. Any claim where the Excess has been Waived or Reimbursed.
6. Any liability the Insured accepts by agreement or contract, unless the Insured would have been liable anyway.
7. Any claim that is refused on the Insured's Commercial & Motor Trade Insurance Policy.
8. Any Excess claim arising from a glass repair or replacement.
9. Where the total number of Motor Vehicles covered under the Insured's Commercial & Motor Trade Insurance Policy or owned by the Insured purchasing this Policy is greater than 50.

10. War and terrorism exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other consequence to the loss:-

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
2. Any act of terrorism.

For the purpose of this exclusion; any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof 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.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above. If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this statement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

11. Loss or destruction of or damage to any property whatsoever, or any liability, loss or exposure whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - a) ionizing radiation or contamination by radioactivity from any nuclear fuel or any waste and the combustion of nuclear fuel or
 - b) the radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.

CONDITIONS APPLICABLE

The Insured and the Named Drivers must comply with the following conditions to have the full protection of this policy.

Commercial & Motor Trade Excess Reimbursement Policy Wording

1. This Commercial & Motor Trade Excess Protection Insurance policy will continue to respond for the Period of Insurance or until the chosen Cover Limit on this policy is exhausted; whichever comes first.
2. The Commercial & Motor Trade Insurance Policy in force must be a current and valid insurance policy provided by an FSA authorised and regulated UK insurer.
3. The Insured stated on the Certificate of Insurance must match the Insured on the Commercial & Motor Trade Insurance Policy.
4. Only when the Excess of the Commercial & Motor Trade Insurance Policy is exceeded and following the successful claim payment will this policy respond.
5. In the event that any misrepresentation or concealment is made by the Insured or on the Insured's behalf in obtaining this Policy or in support of any claim under this Policy, then the Policy is voided and no refund of premium will be given.
6. Right of recovery - We can take proceedings in the Insured's name but at Our expense to recover for Our benefit the amount of any payment made under this policy.
7. Other insurance - If the Insured 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.
8. Reasonable precautions - the Insured must take reasonable steps to safeguard against loss or additional exposure to loss.
9. Keeping to the terms of this policy - We will only give the Insured the cover that is described in this Policy if any party claiming cover has met with all its terms and the terms of the Commercial & Motor Trade Insurance Policy, as far as they apply.
10. Fraudulent claims - If You make a claim under this policy that is false or fraudulent in any way, the policy is void and any claim will not be paid.

Claims

Should you wish to claim under your current Commercial & Motor Trade Excess Reimbursement Insurance, you should call the Claims Helpline on 0844 225 9673 as soon as possible (and at any rate within 31 days) following the settlement of your claim for damage to the **Motor Vehicle** by your **Motor Insurer**. You must give Us any information or help that We ask for. Full details of how to claim are set out below.

Claims Notification

Claims Handling Office. In the event of a claim, you should notify AXA Assistance Claims Centre Ltd - within 31 days following the settlement of the claim for damage to the **Motor Vehicle** by your **Motor Insurer** - and request a claim form to be sent to you by email, fax or post. Alternatively, a claim form can be downloaded from the website: www.crusaderexcess.co.uk. Please fully complete, sign and date the claim form and return it with the following supporting documentation;

1. Copy of the **Certificate of Insurance** from Crusader Assistance.
2. Copy of the **Certificate of Insurance** issued by your **Motor Insurer**.
3. You must provide a receipt from the **Motor Insurer** or approved repairer detailing your payment of the **Excess**.
4. Name and address of your bank together with the sort code and account details.

AXA Assistance Claims Centre Limited PO Box 54098, London SW20 8UU, Tel: 0844 225 9673
Email: lifestyle-excess@axa-assistance.co.uk

Failure to follow these steps may jeopardise the reimbursement of your costs.

**Commercial & Motor Trade Excess Reimbursement
Policy Wording**

Complaints

We aim to give customers a high standard of service at all times. If you are unhappy with the service provided for any reason or have cause for complaint you should initially contact the Issuing Agent

Managing Director, Crusader ULRS Ltd, 2nd Floor UK, House 82, Heath Road, Twickenham, Middlesex TW1 4BW Telephone: +44 (0)20 8744 4020

Or the Underwriting Agent

Finance Director/Company Secretary, Strategic Insurance Services Ltd, 10-13 Lovat Lane, London EC3R 8DN Telephone: + 44 (0)203 195 7480.

Should you still not be satisfied, you should seek further satisfaction from the Insurer

Inter Partner Assistance SA UK Branch and AXA Assistance (UK) Limited, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, United Kingdom.

If your complaint is not resolved you may be able to refer your complaint to the Financial Ombudsman Service (Ombudsman): -

The Financial Ombudsman's Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

If you make a complaint, your right to legal action against **Us** is not affected.