

XS PROTECT

Excess protection for Cars, Vans and Motorcycles

Your Demands & Needs

This policy meets the demands and needs of those who wish to insure against the cost of paying the full amount of their accidental damage or fire and theft excess in the event of a claim.

This **Policy** has been arranged by Motor plus Limited and Qdos Broker & Underwriting Services Limited, and is underwritten by UK Underwriting Limited on behalf of:

Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Subject to the appropriate premium having been paid **We** agree to cover **You** as set out in this **Policy**. Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999

Cooling off period

Express Insurance will refund in full **your** premium for this **Policy** if, within 14 days of purchase (or within 14 days of receiving the policy documents if later) **you** decide that it does not meet **your** requirements, providing that **you** have not made a claim. After 14 days **you** may cancel this **Policy** but no refund will be given. To cancel the Policy, please contact Express Insurance on 0800 048 1916 or write to them at Express House, 22 Old Walsall Road, Hamstead, Birmingham, B42 1DT.

This **Policy** is sold alongside your main **Motor Insurance Policy**. If the cover under that **Motor Insurance Policy** ends for any reason, the cover under this Policy will end simultaneously."

DEFINITIONS

The words and phrases listed below will have the following meanings in this policy document:-

Accidental

Unintentional and unpremeditated.

Area of cover

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including transit by sea, rail or air directly between two of these places

Excess

The sum that you are required to pay under the terms of your motor insurance policy as a contribution to the total loss value or repair cost of your vehicle, following an **insured event**.

Insured Event

An **accidental** incident involving your motor vehicle, in respect of which **you** make a claim under the terms of **your Motor Insurance Policy**.

Motor Insurance Policy

The Comprehensive **motor insurance policy** covering, **you** to drive **your** vehicle, alongside which this **policy** is sold.

Period of cover

This insurance runs along with **your** vehicle insurance policy. If **you** have arranged your Excess Protection cover after the start of **your** vehicle policy, **your** Excess Protection cover starts from the date you bought it and ends on the expiry date of **your** vehicle policy.

Policy

The contract between **us** and **you**, as set out in this document.

Policyholder

The person, who has taken out this **Policy**, provided always that they are:-

- a) Aged 19 years or over; and
- b) The lead name of the **Policyholder(s)** on the **Motor Insurance Policy**.

Total Loss

Damage which renders **your** vehicle beyond economic repair

We, our, us

UK Underwriting Limited on behalf of Ageas Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer.

You, your, yourself

The **Policyholder** together with any person aged 19 years or over who is named as a driver under the **Policyholder's Motor Insurance Policy**.

COVER

Provided that the **policyholder** has paid the premium or agrees to pay, to provide the Insurance described below subject to the terms, conditions, limitations and exclusions contained in this **policy**.

What is covered:-

Where **your vehicle** is involved in an **insured event** which occurs within the **area of cover** during the **period of cover**, as a result of which **your vehicle** is determined to be a **total loss** and **your excess** is deducted from its value, or is repaired and **you** are required to pay a policy **excess**, **we** will pay to **you** the lesser of:

- a) the value of **your excess**; or
- b) the sum of £500.00.

The maximum amount payable under this policy per claim is the **excess you** will have paid following a successful claim under **your Motor Insurance Policy** or the sum of £500, whichever is less. Only when the amount claimed on the **Motor Insurance Policy** exceeds the **excess** amount will this **Policy** respond.

The cover provided under this **Policy** will automatically end immediately upon the payment of a claim under section 1 above.

What is not covered:-

1. Any claim notified to Motorplus Limited (see 'Claims procedure' below) more than 30 days after the date of the **insured event**.
2. Any **excess** payable on warranty policies.
3. Any **excess** in respect of any malicious damage, windscreen or glass damage claims.
4. Any **excess** in respect of theft or attempted theft of personal effects.
5. Any **excess** payable under any other section of **your** motor insurance.
6. Any **excess** in respect of a **policyholder** named as a company only and not including the individual person(s) authorised by the company to drive the motor vehicle.
7. Any claim arising from war, invasion, other foreign hostility, civil war, rebellion, revolution, insurrection, terrorism or the usurpation of power.
8. Any claim arising from riot or civil commotion occurring outside Great Britain, the Isle of Man or the Channel Islands.
9. Any claim arising from radiation, radioactivity, explosion, poisoning, pollution, earthquake, flood or hail.

10. Any claim arising from sonic boom or other aerial noise or pressure.
11. Any liability **you** accept by agreement or contract without **our** prior agreement in writing.
12. Any loss destruction or damage that occurs whilst **your** motor vehicle is being used and or driven on any racetrack, circuit or other prepared course.
13. Any **insured event** which occurs whilst **your vehicle** is being driven by someone who is under 19 years of age.
14. Any claim that **your Motor Insurance Policy** does not respond to, or where the amount claimed on **your Motor Insurance Policy** does not exceed the excess amount.
15. 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 have otherwise have claimed against **your Motor Insurance Policy**.

CONDITIONS

1. **We** may take proceedings at **our** expense and in **your** name to recover for **our** benefit the amount of any payment made under this **policy**.
2. If **you** were covered by any other insurance for repayment of your excess, we will pay our proportionate share of **your excess**.
3. **You** must at all times during the **period of cover** take all reasonable steps to keep **your** vehicle safe, secure and protected from damage, whether wilful or otherwise.
4. **We** can cancel this **policy** by giving **you** at least 7 days notice by recorded delivery letter to **your** last known address.
5. **You** can cancel this **policy** by giving **us** notice in writing but **we** will not be required to refund the premium or any part of it.
6. If **you** claim under this **policy** knowing that **your** claim is false or fraudulent or misrepresented in any way, the **policy** will be void and any claim will not be paid.
7. **You** must notify Motorplus Limited in accordance with the Claims Procedure set out below, as soon as reasonably possible after an **insured event**. **We** will not make any payment in respect of any costs, expenses or **excess** incurred before **we** have been notified of **your** claim.
8. The amount **we** will pay **you** will be equal to the **excess** which **you** paid or which was deducted, provided always that:-
 - a) the maximum amount which **we** will pay in respect of any claim will be the value of **your excess** or £500, whichever is the less; and
 - b) **you** have paid the appropriate premium for that level of cover.
9. **We** will not pay for more than one claim in any one calendar year.
10. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
11. The **policyholder** must be the lead name of the **policyholder(s)** on the **Motor Insurance Policy**.

Claims Procedure

If **you** need to make a claim please call Motorplus limited on **01603 779 259**.

Our claims line is open 24 hours a day, every day of the year.

How to make a complaint

It is **our** intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact the Chief Executive Officer of Motorplus Limited at the following:

Motorplus Limited

Kircam House
Whiffler Road
NORWICH
NR3 2AL

Tel: 01603 420000

Fax: 01603 420010

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
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 € 2million, and fewer than 10 staff. **You** may contact the Financial Ombudsman Service (FOS) at:

The Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800

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

Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet their financial responsibilities. The FSCS will meet 90% of Your claim, without any upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207 892 7300.

Data Protection Act 1998

Please note that any information provided to Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK Underwriting Limited and/or Ageas Insurance Limited will be processed in compliance with the provisions of the Data Protection Act 1998.

Motorplus Limited is authorised and regulated by the Financial Services Authority.

Regulated by the Ministry Of Justice in respect of regulated claims management activities