



PEX
POLICY EXCESS INSURANCE

Motor Excess Protection **POLICY WORDING**



www.pexinsure.com

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Introduction

The Insurer

Your Policy is arranged by Policy Excess Insure Ltd trading as Nova Direct (Financial Services Register No. 776575), on behalf of Bastion Insurance Company Limited. Bastion Insurance Company Limited is registered 4th Floor, Development House, St Anne Street, Floriana, FRN9010, Malta and is authorized and regulated in Malta by the Malta Financial Services Authority and is permitted to issue policies in the UK by the UK Financial Conduct Authority under FCA number 446703.

Insurance Policy

This is Your Policy wording. It is only valid when coupled with Your certificate of insurance. These two documents make up Your insurance contract between You and the Insurer. Please keep these documents in a safe place. We recommend that You review Your cover periodically to ensure that it continues to meet Your needs.

Claims

Policy Excess Insure Ltd trading as Nova Direct are authorised by Bastion Insurance Company Limited to handle all Claims under this insurance Policy.

Cancellation

In line with our statutory obligations You may cancel this insurance Policy within 14 days of receiving it. Should You choose to cancel Your Policy within this period, you may be entitled to a full refund of Your Policy premium so long as You have not yet made a Claim. Should You choose to cancel Your Policy after the 14-day cooling off period We will not make a proportionate refund. To cancel Your insurance Policy please notify us at cancel@nova-direct.com.

We are not bound to accept the renewal of any insurances and may at any time cancel this Policy by sending You 14 days' notice in writing to Your last known address. Valid reasons for cancellation may include, but are not limited to:

- Fraud,
- Non-payment of Policy premium,
- Threatening and abusive behaviour,
- Non-compliance with Policy terms and conditions.

Eligibility for cover

Many insurance policies require You to either pay a compulsory or voluntary Excess toward the payment of any Claim made under Your Primary Insurance Policy. Our Excess Protection Policy refunds You that Excess, where it has been applied and paid during an own fault Claims process.

To be eligible for our Excess Protection Policy You must be named as the Policyholder under a Primary Insurance Policy and be a permanent resident of the United Kingdom. This insurance Policy will only apply if You have paid an Excess under Your Primary Insurance Policy.

Definitions

Any word defined below will have the same meaning wherever it appears in this Policy.

Broker - means the insurance intermediary who sold You this Policy and who is named in Your insurance schedule.

Claims Administrator - means Policy Excess Insure Ltd trading as Nova Direct who are an Appointed Representative of Premier Insurance Consultants Ltd (FCA 307128).

Excess - means the first part You paid under Your Primary Insurance Policy under the terms of that Policy.

Primary Insurance Policy - means an insurance Policy taken out by You with an Insurer who is authorised and regulated in the United Kingdom, and under which You are named as the Primary Policyholder. A "Primary Insurance Policy" means one of the following:

- *Motor Insurance* – an insurance Policy issued to cover any vehicle up to 44 tonnes gross vehicle weight, which is owned and registered to You.

United Kingdom - means England, Scotland, Wales, Northern Ireland and the Channel Islands.

We/us/our – means Policy Excess Insure Ltd trading as Nova Direct, on behalf of Bastion Insurance Company Limited.

You/your - means the person who took out this Policy and is named as the Policyholder, and who is named as the Policyholder within the Primary Insurance Policy.

Cover

Included

If You make a Claim under Your Primary Insurance Policy We will reimburse You the amount of the Excess You paid. This Policy will only apply if:

- a) the incident that led to the Claim under Your Primary Insurance Policy happened during the period of Insurance and,
- b) the Claim under Your Primary Insurance Policy was successful and,
- c) the cost of the Claim under Your Primary Insurance Policy was more than the amount of the Excess.

You may not claim more than once during the period of insurance and the total we will pay You will not exceed the maximum limit as shown on Your insurance certificate.

Not included

This Policy will not apply if:

- a) the incident that led to the Claim under Your Primary Insurance Policy happened before the start date of that Policy cover,
- b) You make a Claim under this Policy within the first 30 days immediately following the start date of cover,
- c) no Excess was paid by You or deducted from You by Your Primary Insurance Policy,
- d) the Claim You made under Your Primary Insurance Policy was unsuccessful or was for less than the amount of Your Excess,
- e) the amount contributed by You or deducted from You is not clearly defined by Your Primary Insurance Policy as being a Policy Excess,
- f) the Excess required from You under Your Primary Insurance Policy has already been paid or recovered by a third party,
- g) if the Claim was caused in any way by:
 - i. 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,
 - ii. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Claims Process

Review Your cover

Read Your Policy documents to ensure that You are covered for the Claim You wish to make. Read any exclusions that may apply and make sure You understand them.

Contact Claims

Notify the Claims administrator at:

Claims Department
Policy Excess Insure Ltd
71-75 Shelton Street
Covent Garden
London
WC2H 9JQ
Email: Claims@pexinsure.com

This should be done as soon as practicable. Quote Your Policy reference number, as shown on Your Certificate of Insurance.

Evidencing the Claim

The Claim Administrator will send You a Claim form, which You should fill in and send back with all accompanying documentation. This will include but may not be limited to:

- copy of the settlement letter from the Insurer of Your Primary Insurance Policy showing the incident date, the settlement figure and the amount of Excess applied and,
- copy of your Primary Insurance Policy.

The Claims administrator will tell You if they need any other information and/or documentation from you in support of your Claim.

Conditions

Driving licence

We will only provide cover where You hold a current and valid UK driving licence.

Other Insurance

If You were covered by any other insurance Policy, known as dual insurance, for the same level of protection We will split and share the cost of Your Claim with that Insurer. Where You are covered by another form of insurance You are obligated to inform Us.

Renewals

You agree to automatically renew Your Policy with us unless You specifically notify us that You do not wish to renew Your cover. We will write to You before Your Policy expires with full details of Your premium along with the terms and conditions for the next Policy year. When We offer You further periods of insurance We reserve the right to change Your premium.

Representation

Under the Consumer Insurance (Disclosure and Representations) Act 2012 You are required to take reasonable care and supply accurate and complete answers to all the questions when You apply for cover. You have an ongoing duty to make sure that all information supplied to us is true and accurate.

This obligation continues to apply during:

- annual renewal of Your Policy,
- when making changes to Your Policy during the period of insurance,
- when making a Claim under this Policy.

Should any of Your information change, or should You become aware that information previously provided is no longer accurate, You must tell us as soon as reasonably practicable. If You do not answer questions truthfully and accurately this may affect Your Policy cover. If You supply Us with incorrect or false information We reserve the right to declare Your Policy invalid and cancel Your cover, and provide no refund of premium. If You make a Claim, and the information provided is proven to be incorrect or false, We may refuse to pay all or part of Your Claim.

Right of Recovery

We can take proceedings in Your name, but at our expense, to recover the amount of any payment made under this Policy.

Substitution

This insurance only covers the Vehicle specified in the schedule or reported to and accepted by Us. You must tell us as soon as possible (in writing, by phone or by email) about any change of Vehicle, including details of the registration number, registration date, make and model.

The substitution of Vehicles may be permitted, subject to the payment of any additional premium, but an inspection of the replacement Vehicle may be required at the Company's option. If the Company deems that an inspection is necessary, cover will not operate on the replacement Vehicle until it is inspected and cover is agreed in writing. If a substitution is not accepted by the Company, or if cover is cancelled by the insured after a Policy has been issued, no refund of premium will be allowed other than during the 'Cooling Off' period.

Complaints

General complaints

If You wish to make a complaint about any of the following:

- sale of this insurance Policy,
- information or advice provided during the sales process,
- terms and conditions of the Policy,
- general administration of Your Policy including Claims,

Please email Policy Excess Insure Ltd T/A PEX Insure on complaints@nova-direct.com and We will address Your complaint within 14 days.

Appeal

If Your complaint is still not capable of being resolved You have the right of appeal to the Financial Ombudsman Service. The Ombudsman can be contacted at:

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

Telephone: 0800 0234567 or 0300 1239123

Web: www.financial-ombudsman.org.uk

This complaints procedure is an addition to Your statutory rights as a consumer.

If You remain dissatisfied after following the above complaints procedures in full, You may ask the following autonomous and independent body to review Your case.

Office of the Arbiter for Financial Services
1st Floor, St. Calcedonius Square
Floriana
Malta
FRN 1530
Email: complaint.info@financialarbiter.org.mt
Telephone: +356 2124 2945 (overseas call charges apply)
Web: www.financialarbiter.org.mt

Using this complaints procedure or referral to the Financial Ombudsman Service or Malta Financial Services Authority does not affect Your legal rights.

Legal and Regulatory Information

Compensation Scheme

This Policy is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer is unable to meet their liabilities. If You do Claim against the scheme, You are covered for 90% of Your entire Claim. You can get more information about the scheme at www.fscs.org.uk.

Law and Legal Proceedings Applicable

This Policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England. This Policy is written in English and all communication between the parties must be in English.

Privacy Policy

Please note that by registering for this Policy You have consented to Us using Your information for the purposes of administering this Policy and to Us being able to transfer Your data outside of the European Economic Area for the purposes described within this Policy.

The information which You have supplied to Us maybe used by Us to supply You with services for which You have registered. We may use that information to contact You to obtain Your views on Our services, and We may contact You to inform You about important changes to the services We offer. We may contact You by post, mobile phone, text or e-mail. We will only contact You by the means You have requested to be contacted by. If You would prefer Us not to contact You to obtain Your views please contact us at info@nova-direct.com.

To prevent fraud, We may exchange information with other Insurers, and fraud prevention agencies. Your information will not be used or disclosed to any other party without Your permission unless required to by law.

Data Protection

We will only collect and use Your personal data in the following circumstances:

- a) Policy set up and management,
- b) We may collect and use Your name, identity and contact information, and personal information associated with Your Primary Insurance Policy for the purpose of deciding whether to enter into, and when performing the agreement, between Us to provide You with Your Policy,
- c) We may use automated decision making procedures to decide on the availability of an Insurance Policy

and its terms. You may express Your views and request an individual review any automated decision by contacting Us at info@nova-direct.com,

- d) We may share personal data collected with the Administrator to manage the Policy. We may also share personal data collected for these purposes with third parties. The sharing of this information will be for identifying and credit checking purposes and to identify potential fraud,
- e) We will retain the personal data used to decide whether to enter into an insurance Policy for 6 years. We will retain the personal data used to manage and administer the Policy for the duration of the Policy life plus 6 years.

Any information provided to us will be processed in accordance with the provisions of the prevailing Data Protection Legislation.

Your Personal Data Rights

We may send Your information to companies located outside the European Economic Area. If we transfer Your information to parties outside of the European Economic Area we will ensure that they apply the same levels of protection as we are required to apply to information held in the UK and to use Your information only for the purposes that we are permitted.

You have the following rights:

- a) To have access a copy of the personal data We hold about You.
- b) To ask us to correct Your personal data if it is inaccurate or incomplete.
- c) To ask Us to erase Your personal data. We will provide You with a written response to any such request, including any reasons why We do not agree to the request.
- d) To stop us processing Your personal data in certain ways, e.g. for marketing purposes. If We do not agree to erase Your data because it might be needed for a future legal Claim, We might instead agree to restrict its processing to these reasons alone.
- e) To obtain a copy of Your personal data for Your own purposes and to move, copy or transfer it from one environment to another.
- f) To object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, You damage or distress unless there is another legitimate reason for the processing.
- g) You can exercise the above rights by contacting: info@nova-direct.com.

If You have any questions or concerns about how We handle Your personal data You should contact: info@nova-direct.com. Please note that We record telephone calls for training and evidentiary purposes.