

MOTOR EXCESS PROTECTION

Policy Wording



INTRODUCTION

The Insurer

Your Policy is arranged and administered by Policy Excess Insure Limited on behalf of Financial & Legal Insurance Company Limited. Policy Excess Insure Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 836031. Registered in England and Wales under Company No. 10706852. The insurance provided by this Policy is underwritten by Financial & Legal Insurance Company Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England and Wales under company number 03034220.

Insurance Policy

This is Your Policy wording. It is only valid when coupled with Your Policy schedule. These two documents make up Your insurance contract between You and the insurer. We recommend that You review Your cover periodically to ensure that it continues to meet Your needs.

Claims

The Claims Manager, a trading name of Bumble Bee Essex Ltd, is authorised by Financial & Legal Insurance Company Limited to handle all claims under this Policy.

Cancellation

In line with Our statutory obligations You may cancel the Policy within 14 days of receiving it, providing no claims have been made against the Policy then a refund of your premium will be issued. Full details, including timeframes, are offered when requesting a cancellation. Should You choose to cancel Your Policy after the 14-day cooling off period We will not make any refund. To cancel Your Policy, please do so via My Account at nova-direct.com/login.

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 the email address provided at point of purchase. Valid reasons for cancellation are:

- Fraud,
- Non-payment of Policy premium(s),
- Threatening, abusive, racist or xenophobic behaviour, towards staff or employees,
- Failure to reveal or hide facts which may influence Our acceptance of Your Policy and/or claim,
- Deliberately misrepresent facts to Us, be deliberately

dishonest or grossly exaggerate, or forge fraudulent information/documentation in order to influence Our acceptance of Your Policy and/or claim.

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.

You may opt out of auto-renewal via My Account by visiting nova-direct.com/login. Help and guidance can be found at nova-direct.com/customer-service. Details of Your renewal invite will be emailed to You on the email provided at the point of purchase 21 days prior to the expiry of Your Policy. To ensure continuation of cover, Your card will be charged up to 7 days prior to the expiry of Your existing Policy. Should Your payment card decline we will message You a payment link allowing You to pay online in order to ensure continuation of cover. Should You fail to pay for Your renewal prior to the expiry of Your Policy, Your Policy will automatically lapse.

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 Motor Excess Protection Policy refunds You that Excess, where it has been applied and paid during an own fault claims process.

To be eligible for cover You must be a permanent resident of the United Kingdom and be over 18 years old. This Policy will only apply if You have paid an Excess under Your Primary Insurance Policy. This Policy covers the Vehicle identified on the current Policy.

Claims Limit

You may make one claim up to the value of Your indemnity limit, per Period Of Cover.

Indemnity Limit

Our liability in any period of insurance, which is 12 months, is noted on your Policy Schedule.

DEFINITIONS

Any words that start with a capital letter and are in bold, have specific meanings and have the same meaning wherever they appear.

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

Claims Handler - means The Claims Manager, a trading name of Bumble Bee Essex Ltd.

Excess - the first part You pay under the terms of the Policy.

Period Of Cover - the term of Your Policy as stated in Your Policy Schedule.

Policy - means the Policy Wording and Policy Schedule that form your contract and insurance.

Policyholder - the person named on the Policy Schedule.

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 an insurance policy issued to cover any vehicle up to 44 tonnes gross vehicle weight, which is owned and registered to You.

Premium - the amount you pay for the Policy which is shown on your Policy schedule.

Start Date - the date cover starts, as shown on your Policy.

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

Vehicle - a car, light van or motorcycle detailed on Your Policy.

We/Us/Our/The Company – means Policy Excess Insure Ltd trading as Nova Direct on behalf of Financial & Legal Insurance Company Limited.

You/Your - means the person who took out this Policy and is named as the Policyholder.

MAKING A CLAIM

All claims need to be lodged online at

theclaimsmanager.com

For recorded information and advice. Please call **0330 828 6354**. Lines open 24 hours a day, 365 days a year.

YOUR POLICY REFERENCE

You can use this space to make a note of your policy reference. You'll find this on your Policy Schedule.

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WHAT IS COVERED

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:

1. the incident that led to the claim under Your Primary Insurance Policy happened during the Period Of Cover and,
2. the claim under Your Primary Insurance Policy was successful and,
3. 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 Cover and the total We will pay You will not exceed the maximum limit as shown on Your Policy.

WHAT IS NOT COVERED

This Policy will not apply if:

1. the incident that led to the claim under Your Primary Insurance Policy happened before the Start Date of that Policy cover,
2. if any other party is at fault, or capable of being proportioned clause. Claims must be exhausted

- against third parties before the claim can be made successfully against this Policy,
- no Excess was paid by You or deducted from You by Your Primary Insurance Policy,
 - the claim You made under Your Primary Insurance Policy was unsuccessful or was for less than the amount of Your Excess,
 - the amount contributed by You or deducted from You is not clearly defined by Your Primary Insurance Policy as being a Policy Excess,
 - the Excess required from You under Your Primary Insurance Policy has already been paid or recovered by a third party.

GENERAL EXCLUSIONS

This Policy will not apply for any claim caused by, arising from, or relating to, the following:

- Any claim made under this policy within the first 30 days immediately following the **Start Date** of cover.
- Direct or indirect loss, damage, or liability caused by, contributed to or arising from:
 - Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from a nuclear waste from the combustion of nuclear fuel.
 - The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
 - Any results of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power.

GENERAL CONDITIONS

We will only provide You with the cover described in the Policy if:

- You pay the **Premium** on the agreed date(s). It is a basic insurance principle that **Premiums** become non-refundable once a claim has been lodged against a policy; and
- When making a claim, You meet all the conditions as far as they apply; and
- You have taken reasonable care to ensure that declarations made, information given to Us orally, electronically or in writing which form the basis of this.

CLAIMS PROCESS

Review your cover

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

The claim will only be able to progress once all the requested information has been received and approved by Us; and if applicable, the relevant Excess has been collected from You.

Making a claim

Please visit the Claims Handlers, at theclaimsmanager.com, select *Make A Claim*, followed by *Motor Excess*.

This should be done as soon as practicable. As soon as practicable must be within 30 days of the incident occurring and whilst the excess policy is still active. If the claim is notified to us outside of this period, the claim will be denied..

Claims progress

To log the claim, You will be asked for your Policy reference, personal details, Your Vehicle, Primary Insurance Policy and incident details. Please note that we do not warrant for turn around times in order to complete Your claim. We do not manage claims and therefore cannot warrant for the response times of the Claims Handlers. However, every effort will be made to action Your claim in a timely fashion.

Every claim made is an insurance claim, each claim is individually assessed according to the evidence provided. The Claims Handlers operate within normal office hours. Please allow for a reasonable time period for the Claims Handlers to respond to Your enquiries. The latest status updates, including responses times can be found on the Claims Handlers website.

Evidence the claim

The Claims Handlers will send You an email requesting the necessary evidence and information to support Your claim.

Claims Evidence

- copy of Your Primary Insurance Policy documents,
- copy of Your Vehicle(s) V5 document,
- a letter from Your repairer or insurer detailing any repairs carried out and the costs.
- a settlement letter from the insurer of Your Primary Insurance Policy showing the incident date, the settlement figure and the amount of Excess applied.

All evidence must be addressed to, or in, **Your** name, the **Policyholder**. Evidence addressed to, or in, anyone else's name, regardless of their relationship to **You** will not be accepted.

You must provide **Us** with all requested information in order that **We** can progress **Your** claim. **We** do not cover the cost of obtaining any evidence, such as reports and estimates.

CONDITIONS

Driving Licence

We will only provide cover where **You** hold a current and valid UK driving licence, or full internationally recognised licence, which is approved for use within the United Kingdom by an approved licencing authority.

Other Insurance

If **You** were covered by any other insurance policy, known as dual insurance, for the same cover **We** may 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**.

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,
- changes to **Your** Policy during the **Period Of Cover**
- 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. For full details of the remedies and actions that **We** can rely on in the event of a deliberate, reckless or careless non-disclosure and/ or misrepresentation, please refer to the provisions within the Consumer Insurance (Disclosure and Representations) Act 2012.

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 Policy only covers the **Vehicle** accepted by **Us**. **You** must tell **Us** as soon as possible about any changes **You** wish to make. The substitution or addition of additional **Vehicle** may be

COMPLAINTS

Our aim is to provide a first-class standard of service at all times. If **You** feel that **You** have been let down and **You** wish to raise a complaint please visit our Customer Services portal at nova-direct.com/customer-service where **You** will be able to lodge a complaint specific to **Your** enquiry and Policy type.

If **You** wish to lodge a complaint in writing, **You** may do so at:

Policy Excess Insure Ltd (t/a Nova Direct)
3 Redwing Court, Romford, Essex, RM3 8QQ
complaints@nova-direct.com

Alternatively **You** are able to complain to the insurer directly by addressing **Your** complaint to:

Financial & Legal Insurance Company
5400 Lakeside, Cheadle Royal Business Park, Cheadle,
Cheshire, SK8 3GQ

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

LEGAL & 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

By purchasing 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 customer.service@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 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 a Policy and its terms. You may express Your views and request an individual review any automated decision by contacting Us.

- d.) We may share personal data collected with the insurer 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 a 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.

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: customer.service@nova-direct.com.

If You have any questions about how We handle Your personal data please contact Us. Please note that We record telephone calls for training and evidentiary purposes.