

# Motor Excess Protection Insurance

## Policy Terms & Conditions Contract Of Insurance

Your Motor **Excess** Protection Insurance is arranged by: XS PAID LIMITED with UK General Insurance Limited on behalf of Great Lakes Insurance (UK) SE.

XS PAID LIMITED is an Appointed Representative of Kinetic Insurance Brokers Limited, which is authorized and regulated by the Financial Conduct Authority (Register No. 309540).

UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. (Register No. 310101)

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Register No SE000083). Registered in England No.354568. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

### What is covered

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **Us** and during the period of cover.

### Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in bold with a capital letter.

**Administrator** : XS PAID LIMITED, Office Suite One, Hodson's Ford, Wolverhampton Road, ST19 5NS. Telephone: 0333 011 2111 who are responsible for the registration of **Your** policy details.

**Benefit** : The maximum amount that can be claimed under this policy as stated on the policy **Schedule** during the **Period of Insurance**.

**Claims Administrator** : XS PAID LIMITED, Office Suite One, Hodson's Ford, Wolverhampton Road, ST19 5NS who **You** should contact in the event of a claim.

**Computer Virus** : A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

**Consequential Loss** : Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy, including but not limited to additional costs of transportation.

**Electronic Data** : Facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

**Excess** : The first amount of any claim **You** are responsible for paying under the terms of **Your Motor Insurance Policy**.

**Incident(s)** : The event that led to or may give rise to a claim under **Your Motor Insurance Policy**.

**Insured / You / Your** : The person whose name appears on the policy **Schedule** whose name appears on the **Motor Insurance Policy**.

**Insurer / We / Us / Our** : UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

**Motor Insurer** : An authorised and regulated UK insurance company who issued **You** a **Motor Insurance Policy** covering **Your Vehicle**.

**Motor Insurance Policy** : A policy providing **Motor Insurance** in respect of the **Vehicle** which is effected and kept in force or replaced by a similar **Motor Insurance Policy** for the duration of the **Period of Insurance**.

**Period of Insurance** : The term of cover shall not exceed 12 months from the **Start Date** of **Your** policy as shown on the policy **Schedule**.

**Start Date** : The date **Your** cover shall start as shown on **Your** policy **Schedule**.

**Schedule** : Provides confirmation of cover, **Your** details, **Start Date**, those of the **Vehicle** and the **Benefit** selected.

**Proposal** : Any information provided from **You** or from anyone acting on **Your** behalf when applying for this policy.

**Territorial Limits** : England, Scotland, Northern Ireland, Wales, Isle of Man and the Channel Islands.

**Vehicle** : A motorised private car designed principally for the carriage of no more than eight passengers including the driver.

**Waived or Reimbursed** : Where a third party has already paid the **Excess**.

### Eligibility

To qualify for cover under this policy:

- The **Motor Insurance Policy** must be provided by an authorised and regulated **Motor Insurer**;
- The **Vehicle** must be a private car;
- You** must not be aware of any **Incident** prior to the **Start Date**;
- You** must be:
  - Permanently resident in the United Kingdom;
  - Hold a current and valid UK or full European driving licence;
  - Be the lead name on the **Motor Insurance Policy** and the **Vehicle** be specified on the **Motor Insurance Policy** schedule.

### Cover Provided

- Cover is provided for the motor **Excess** being the first amount the **You** are responsible to pay as part of a physical damage claim which has resulted from an accidental damage, fire, theft or vandalism claim under the **Motor Insurance Policy**. Only when the value of the total claim under the **Motor Insurance Policy** is equal to or exceeds the **Excess** stated in the **Motor Insurance Policy** will cover be provided.
- Payment of the **Benefit** under this policy will only occur when the claim made under the **Motor Insurance Policy** has been successfully settled, the **Motor Insurer** fulfilling cover under the **Motor Insurance Policy** and **You** evidencing payment of the **Excess** and / or deduction of the **Excess** from the **Motor Insurer** claim payment.
- The **Benefit** provided by the policy is limited to the **Benefit** level selected at time of purchase and recorded on the policy **Schedule**. The **Benefit** under the policy during the **Period of Insurance** applies per claim and in aggregate.

### Specific Exclusions

This insurance does not provide cover:

- For more than 1 claim in any period of insurance.
- For any **Excess** claim in respect of breakdown, mis-fuelling, personal effects, accessories, glass or audio/visual equipment.
- For any amount other than the stated **Excess** on **Your Motor Insurance Policy**.

- d. Where **Your Motor Insurer** or any third party has **Waived** or **Reimbursed** **You** with regards to the **Excess** amount or where You are in the process of recovering the **Excess** in the form of damages from a third party.
- d. In respect of any **Incident** which is not covered under the accidental damage, fire or theft section of the **Motor Insurance Policy** or which occurs while the **Vehicle** is being driven or used by a person not named on the **Motor Insurance Policy Schedule**.
- e. For vehicles used in any sort of competitions or rallies, for hire or reward, delivery or courier purposes, or for driving tuition; used as taxis, or for racing, pace making, speed testing or in reliability trials.
- f. For **Vehicles** which are invalid carriages.
- g. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- h. In respect of any **Incident** when the driver of the **Vehicle** is intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
- i. For any liability in connection with the use or ownership of the **Vehicle**.
- j. In respect of any claim whatsoever in the event that the driver of the **Vehicle** at the time of the **Incident** giving rise to a claim hereunder was driving illegally.
- k. For any **Vehicle**, which is not covered by a **Motor Insurance Policy** for the full duration of the **Period of Insurance**.
- l. If **You** or anyone acting on **Your** behalf fail to disclose any information requested during the **Proposal**.
- m. In respect of any **Excess Waived** by the **Motor Insurer** or any third party.
- n. If either the **Proposal** details or the premium are not received by the Insurer.
- o. Where the **Incident** occurred before the **Start Date** of the **Period of Insurance**.

## General Exclusions

The Insurer will not be liable for any claim for:-

- a. Loss or damage caused by or arising from **Your** intentional act or willful neglect.
- b. Loss of use of the insured **Vehicle** or **Consequential Loss** of any nature whatsoever.
- c. Penalties for delay or detention or in connection with guarantees of performance or efficiency, which is directly or indirectly caused by or is a result of:
  - i. earthquake,
  - ii. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power confiscation, or nationalisation,
  - iii. riot or civil commotion outside England, Scotland, Wales, the Isle of Man and the Channel Islands.
- d. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any **Consequential Loss**.
- e. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to be or arising from ionising radiations or contamination by radioactivity from the combustion of nuclear fuel.
- f. Damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.
- g. Liability, which attaches by virtue of an agreement but which would not have attached if the agreement did not exist.

## General Conditions

- a. The policy and policy **Schedule** will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.
- b. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the **Proposal** and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim
- c. **Your** name and address details on the policy **Schedule** must match the personal details of the lead name on the **Motor Insurance Policy** under which the **Excess** has been deducted.

- d. Fraud – the **Insurer** will void this policy in its entirety from the date of loss or alleged loss and no cover provided will apply if:-
- (i) a claim made by **You** or anyone acting on **Your** behalf to obtain any benefit is fraudulent or intentionally exaggerated; or
  - (ii) a false declaration or statement is made in support of a claim under this policy.
- e. Subrogation – the Insurer may at their own expense take such proceedings as they think fit in the name of the Insured to enforce any rights and remedies against or obtain relief or indemnity from other parties to which the Insurer shall be or may become entitled or subrogated under this policy and the Insured shall at the request and expense of the Insurer do such acts and things as may be reasonably required by the Insurer for that purpose.
- f. Observance of Policy Terms – it is a condition precedent to **Our** liability that **You** have complied with the terms and conditions of this policy.
- g. Limit of Liability – in the event of the **Benefit** being paid as a consequence of any **Incident** the **Insurer** will deem that full liability has been met under the terms of this policy and the insurance cover will cease upon settlement. In no circumstances shall the liability of the Insurer exceed the **Benefit** amount shown in the policy **Schedule**.
- h. Claims – the **Insurer** shall not be liable for any claim arising directly or indirectly caused by or contributed by or in consequence of a loss listed under the headings “Exclusions”. and “General Exclusions”.
- i. No agent is authorised to alter or amend this policy to waive any conditions or restrictions contained therein, to extend the time for paying a premium, or to bind the **Insurer** by making any promises or representations or by giving or receiving information. This policy cannot be varied, altered or its contents **Waived** in any respect unless by written agreement endorsed thereon or by the driver attached thereto, and signed by an authorised **Official** of the Insurer.
- j. Assignments - **You** shall not be entitled to assign any of **Your** rights hereunder unless agreed by the **Insurer**.
- k. The policy is only valid within the **Territorial Limits**.
- l. If **You** have not made a payment of the motor insurance policy **Excess** to the appointed repairer **You** agree, under the terms of this contract, to assign payment of **Your Excess** to the appointed repairer.
- m. In respect of total loss claims and unrecovered vehicle claims, any claim for **Excess** reimbursement will be made to the named person on the policy.
- n. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
- o. Any direct or indirect consequence of:
  - i) Irradiation, or contamination by nuclear material; or
  - ii) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - iii) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- p. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

## Termination

The insurance provided hereunder will automatically terminate on the occurrence of one of the following:-

- a) The natural expiry date of the policy;
- b) Payment of a claim under the policy
- c) The date on which **You** cancel the policy
- d) The date on which **We** cancel the policy;
- e) The date on which the **You** cancel the Policy of Motor Insurance and do not replace it.

## Cancellations

If **You** decide that for any reason, this Policy does not meet Your insurance needs then please return it to XS Paid Limited [admin@xspaid.com](mailto:admin@xspaid.com) within 30 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

If **You** wish to cancel **Your** Policy after 30 days **You** may cancel the insurance cover at any time by informing the **Administrator** however no refund of premium will be payable.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

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.

## Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

## Claims Conditions

In the event of any loss or damage, which may give rise to a claim, **You** or **Your** legal personal representative must at **Your** own expense: Supply all information and assistance, which the **Insurer** may reasonably require in establishing the amount of any payment under this insurance. Provide written notice of the facts on which the claim is based, to be provided to the **Insurer** within 30 days of the date of the **Incident**.

## How To Make A Claim

In the event of a possible claim under this policy please follow the claims procedure set out below with written notice of the facts on which the claim is based, to be provided to the **Claims Administrator**. **You** can contact the **Claims Administrator** at:

XS Paid Limited  
Office Suite One, Hodson's Ford, Wolverhampton Road, Stafford, ST19 5NS  
Telephone : 0333 011 2111  
Via the internet : [www.xspaid.com](http://www.xspaid.com). The claim can be reported fully online, where **You** enter the claim details and upload your supporting documentation.

**You** will be required to provide the following information in support of **Your** claim:

- a. **Your** name, address and postcode;
- b. A daytime contact telephone number;
- c. The policy reference number for **Your Excess** policy;
- d. The policy reference number for **Your** Motor Policy and detail of the **Motor Insurer**;
- e. Copy of the settlement letter from **Your Motor Insurer** confirming:
  - **Your** name and address;
  - Details of the **Vehicle**;
  - The amount settled;
  - The nature of the Incident;
  - The **Excess** deducted.

If **You** want to speak to a claim's handler about a claim which **You** have already reported, please contact:

Trent-Services (Administration) Ltd  
Trent House, Love Lane, Cirencester, Gloucestershire, GL7 1XD  
Telephone: +44(0)1285 626020  
Email: [claims@trent-services.co.uk](mailto:claims@trent-services.co.uk)

UK General Insurance Limited is an insurer's agent and in the matters of a claim act on behalf of the **Insurer**.

## How To Make A Complaint

It is the 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 follow the Complaints Procedure below:

Complaints regarding the sale of the policy:

Please contact XS Paid Limited who arranged the Insurance on **Your** behalf.

If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the next working day, XS Paid Limited will pass it to:

Customer Relations Department  
UK General Insurance Limited  
Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ  
Telephone : 0345 218 2685  
Email : [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

Complaints regarding claims:

Please contact the **Claims Administrator**.

XS Paid Limited  
Office Suite One, Hodson's Ford, Wolverhampton Road, Stafford, ST19 5NS  
Telephone: 0333 011 2111

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 06158.

If **Your** complaint about **Your** claim cannot be resolved by the end of the next working day, the **Claims Administrator** will pass it to:

Customer Relations Department  
UK General Insurance Limited  
Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ  
Telephone : 0345 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto: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 ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower, Harbour Exchange Square, London, E14 9SR.

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.

## Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Reinsurance (UK) SE cannot meet its 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](http://www.fscs.org.uk).

## Data Protection Act 1998

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, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.