

Vehicle Excess Reimbursement Policy Documentation



Welcome

Thank You for choosing Us for Your Vehicle Excess insurance.

This document contains the full policy terms and conditions which should be read along with the Schedule issued to You by the Seller. We have tried to make this policy wording clear and easy to understand, using plain English wherever possible. However, if You do have any questions, please contact us by visiting the www.freedominsurance.gg website and leaving a message on the Contact Us form. We will endeavour to respond within 48 hours.

If You have any questions regarding the sale of this Insurance, please contact the Seller through whom this Insurance was provided.

Administration of this Insurance

This policy is a contract between You and the Insurer. This insurance is underwritten by Freedom Insurance Guernsey Limited ("Freedom"). Freedom is a limited liability company registered in Guernsey, no. 70724, at Hadsley House, Lefebvre Street, St. Peter Port, Guernsey GY1 2JP. Freedom is licensed by the Guernsey Financial Services Commission, no. 2781981, as an insurer to carry on international general insurance. The insurer's website www.freedominsurance.gg

The Insurer will indemnify the Policyholder subject to the terms, conditions, clauses and exclusions of this policy during the Period of Insurance within the Geographical Limits.

Claims are handled on behalf of the Insurer by Action 365 Ltd and can be contracted at 0345 528 0255.

For details of authorised firms visit the Guernsey Financial Services Commission website on www.gfsc.gg by contacting the GFSC on on +44 1481 712706 08.30-17.00 Monday to Friday.

What Makes Up this Policy?

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

Insuring Clause

This is a contract of insurance between You and the Insurer. In consideration of payment of the premium, the insurer will indemnify or otherwise compensate You 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.

What is Covered

Subject to the terms and conditions as described in this document and subject to the correct premium having been paid, cover is provided for the Excess that You are responsible for following the successful settlement of any loss, destruction or damage for Your Motor Vehicle under Your Motor Insurance Policy in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where You were at fault the claim will be settled when We are in receipt of the settlement letter from Your Motor Insurer. For claims where You are deemed either partially at fault or not at fault if Your Excess is not recovered from the third party within 6 months from the date of Incident We will reimburse any Excess payment for which You have been made liable up to the Annual Aggregate Limit insured under the policy.

Cover will only operate when the Excess of Your Motor Insurance Policy is exceeded and following the successful claim payment.

The maximum amount payable under this policy will be the Annual Aggregate Limit as shown in Your Certificate of Insurance. Once the Annual Aggregate Limit is exhausted this policy is automatically cancelled and You are then liable for all and any future Excess payments as defined in Your Motor Insurance Policy.

What is not covered

This Insurance will not cover

1. Any claim that Your Motor Insurance Policy does not respond to or the Excess there under is not exceeded.
2. Any claim that is refused under Your Motor Insurance Policy.
3. Any claim other than one relating to Your Motor Vehicle as shown on Your Certificate of Insurance.
4. Any claim where the Motor Vehicle is being used
 - for Commercial Use, Business Use Class 3 or hire and reward unless Your Motor Vehicle has been declared as a BUSINESS CAR, COMMERCIAL VEHICLE or a TAXI
 - for any purpose in connection with the motor trade
 - in any competition, trial, performance test, race or trial of speed, including off-road events, whether between Motor Vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.

5. Any claim under Your Motor Insurance Policy which occurred prior to the Period of Insurance as shown on Your Certificate of Insurance that You were aware was an Imminent Claim.
6. Any claim notified to Us more than 31 days following the successful settlement of Your claim under Your Motor Insurance Policy.
7. Any contribution or deduction from the settlement of Your claim against Your Motor Insurance Policy other than the stated policy Excess for which You have been made liable.
8. Any claim that has been Waived or Reimbursed.
9. Any liability You accept by agreement or contract unless You would have been liable anyway.
10. Any claim arising from glass repair or replacement.
11. Any claim arising from breakdown or misfuel.
12. Any claim resulting from war and/or Terrorism.
13. Any claim resulting from:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

Terms used in this Insurance

What the terms mean

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy document and will appear with an initial capital letter.

“Annual Aggregate Limit” means the maximum amount payable in the Period of Insurance as shown in Your Certificate of Insurance.

“Business Use Class 3” means the Insured Person and any Named Driver(s) using the Motor Vehicle for business, to solicit orders or to deliver pre-purchased goods. This also includes anyone who uses the Motor Vehicle to travel from customer to customer on commercial business.

“Certificate of Insurance” this forms part of this policy document and contains the name of the Policyholder and gives details of the cover provided by this policy including the Motor Vehicle against which cover applies.

“Commercial Use” means the Insured Person and any Named Driver(s) using the Motor Vehicle as a taxi, minicab, limousine or driving school or being used for commercial use by sales representatives who have use and responsibility for their own company vehicle.

“Excess” means the amount You are responsible for/have to pay under the terms of Your Motor Insurance Policy.

“Imminent Claim” means an Incident that could give rise to a claim under this policy that You are or were aware of prior to the inception date of this policy that was to be or had just been reported under Your Motor Insurance Policy.

“Incident” means a claim occurrence under Your Motor Insurance Policy during the Period of Insurance

“Motor Insurance Policy” means Your insurance policy covering social, domestic, pleasure, commuting, commercial or business up to and including business class 3 use by the Policyholder and/or a Named Driver(s); issued by an authorised and regulated Motor Insurer to You in respect of Your Motor Vehicle.

“Motor Insurer” means an authorised UK Motor Insurer.

“Motor Vehicle” means one of the following as declared on Your Certificate of Insurance

- a) PRIVATE MOTOR also called a car (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers.
- b) BUSINESS CAR (not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers that is used for personal and/or commercial business.
- c) MOTORCYCLE (also called a motor bicycle or motorbike) which is constructed with two- wheels and powered by an engine
- d) COMMERCIAL VEHICLE not exceeding an uploaded weight of 44 metric tonnes being used for transporting goods.

of which You are the owner or which You are authorised to drive.

“Named Driver(s)” means drivers in addition to You who are permitted to drive under the terms of Your Motor Insurance Policy. “Period of Insurance” means the period for which We have accepted the premium as stated in Your Certificate of Insurance.

“Terrorism” means any 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Waived or Reimbursed” means where a third party has already made good the Excess shown in the schedule of Your Motor Insurance Policy.

“We/Us/Our/Insurer” means Freedom Insurance Guernsey Limited, a limited liability company registered in Guernsey, no. 70724, at Hadsley House, Lefebvre Street, St. Peter Port, Guernsey GY1 2JP.

“You/Your/Insured Person” means the person whose name appears at the top of Your Certificate of Insurance.

General conditions

1. Your Motor Excess Protection Insurance Policy will continue to respond for the Period of Insurance or until Your Annual Aggregate Limit is exhausted; whichever comes first.
2. Your Motor Insurance Policy must be maintained, current and valid.
3. The Insured Person must match the name of the individual stated on Your Motor Insurance Policy.
4. In the event that any misrepresentation or concealment is made by You or on Your behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.
5. Right of Recovery - We can take proceedings in Your name but at Our expense to recover for Our benefit the amount of any payment made under this policy.
6. Other Insurance - If You 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 proportionate share of the claim.
7. You must take reasonable steps to safeguard against loss or additional exposure to loss.
8. We will only give You the cover that is described in this policy if You have complied with the terms and conditions under Your Motor Insurance Policy and all the terms and conditions of this insurance policy, as far as they apply.
9. If any claim under this Policy is in any respect fraudulent or unfounded, all benefit paid and/or payable in relation to that fraudulent claim shall be forfeited and recoverable. We shall not be liable to you in respect of a relevant claim occurring after the time of the fraudulent act. For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to claims occurring before the time of the fraudulent act are unaffected; and
 - a. We need not return any Premiums paid
 - b. We may share information about the circumstances with other organisations, public bodies, authorities and law enforcement agencies for criminal investigation
10. This insurance is only valid if You are a permanent resident of the United Kingdom (England, Wales, Scotland, Northern Ireland) Channel Islands and the Isle of Man.
11. You and any Named Driver(s) must have a current full or provisional and valid UK driving licence, or hold a full internationally recognised licence.
12. We have the right to approach any third party in relation to Your claim.

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

- i. Supply accurate and complete answers to all the questions We may ask as part of Your Application for cover under the Policy;
- ii. To make sure that all information supplied as part of Your Application for cover is true and correct;
- iii. Tell Us of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.

Invalid cover benefit

If any Benefit is paid which is found to have been made as a direct or indirect result of Your fraud, recklessness or negligence then all payments may be forfeited, and We reserve the right to demand that any sum paid by the Insurer is repaid by You and/or take the appropriate legal action against You.

Jurisdiction and law

Unless some other law is agreed in writing, this Insurance is governed by English law. If there is a dispute, it will only be dealt with in the courts of England and Wales or of the country within the United Kingdom in which You reside.

How to make a claim

1. You must notify Us of any possible claim under this Insurance within 30 days from the Incident date. Please call Us on 0345 528 0255 or email FIGLclaims@action365.co.uk
2. The claims team will take you through the claim process on the call.

3. You must provide all details requested in the claims process and return all requested information and supporting documentation to Us.
4. You must supply all information and assistance which the Insurer may reasonably require in establishing the amount of any payment under this Insurance. Details of all information/documentation required will be confirmed during the call.

Our claims department is open from 9.30 am to 5.00 pm Monday to Friday. The office is closed on Saturday and Sunday.

Transfer

This Insurance may not be re-assigned without Our prior consent. If You sell Your Vehicle, provided that no claims have been made, You may transfer the remaining cover to the replacement vehicle, subject to Our prior agreement. A new Schedule will be issued confirming the replacement Vehicle details. Where the replacement vehicle is deemed to be of a higher risk an additional premium may be required. Alternatively cover may be transferred to a new private owner. Transfers with motor trade involvement will not be accepted.

If You wish to transfer this Insurance, please contact your Seller (the company from which you bought this insurance), who will be happy to help.

Only one transfer is permitted during the Period of Insurance.

Cancellation

If You decide that for any reason, this Insurance does not meet Your Insurance needs, please notify the Seller within 14 days from the Issue Date and the premium paid will be refunded in full. Any refund will be processed by the Seller.

After 14 days You may cancel this Insurance however, there is no provision for any part return of the premium paid.

Our commitment to good service

We hope You will be completely happy with this Insurance but if something does go wrong, We would like to know about it. We will do Our best to resolve the issue and make sure it doesn't happen again.

If You need to complain

Complaints about the sale of this Insurance

If You have any concerns regarding the sale of this Insurance, please contact the Seller.

Complaints about this insurance

Please contact Our Customer Services team either by visiting the www.freedominsurance.gg website and leaving a message on the Contact Us form, or alternatively by writing to Us at Freedom Insurance Guernsey Limited, Hadsley House, Lefebvre Street, St. Peter Port, Guernsey GY1 2JP.

We will acknowledge Your complaint within 3 working days. We will advise You who is dealing with it and when We expect to respond. We aim to respond fully within 8 weeks. However, if We are unable to provide a final response within this period We will write to You before this time and advise why We have not been able to offer a final response and how long We expect Our investigations to take.

If You remain unhappy with Our final response, or We have not managed to provide a final response within 8 weeks of Your complaint, you may be entitled to refer Your complaint to the Channel Islands Financial Ombudsman for help and advice.

- Phone: 01481 722218 or 01534 748160
- Website: www.ci-fi.org
- Email: enquiries@ci-fo.org
- Post: Channel Islands Financial Ombudsman, POP Box 114, Jersey JE4 9QG.

If You have purchased Your policy Online, You can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: www.ec.europa.eu/consumers/odr

Please make sure You always quote Your policy number from the Schedule.

This complaints procedure doesn't affect Your statutory rights.

Data protection

The Insurer is the data controller who determines the purpose and means of processing Your personal data.

Freedom Insurance Guernsey Limited Data Protection Policy

Freedom Insurance Guernsey Limited need to use Your data in order to arrange Your insurance and associated products. You are obliged to provide information without which we will be unable to provide a service to You. Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by our relevant staff in making a decision concerning Your insurance and for the purpose of servicing Your cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about You from credit reference agencies, fraud prevention agencies and others to check Your credit status and identity. The agencies will record our enquiries, which may be seen by other companies who make their own credit enquiries. We may check Your details with fraud prevention agencies. If You provide false or inaccurate information and we suspect fraud, we will record this. We and other organisations may use these records to;

- a. Help make decisions on insurance proposals and insurance claims, for You and members of Your household;
- b. Trace debtors, recover debt, prevent fraud, and manage Your insurance policies;
- c. Check Your identity to prevent money laundering, unless You furnish us with satisfactory proof of identity;

We process all data in Guernsey but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, we will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, You can ask us for a copy of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how we have handled Your data, You can contact us and we will investigate the matter. If You are not satisfied with our response or believe we are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.