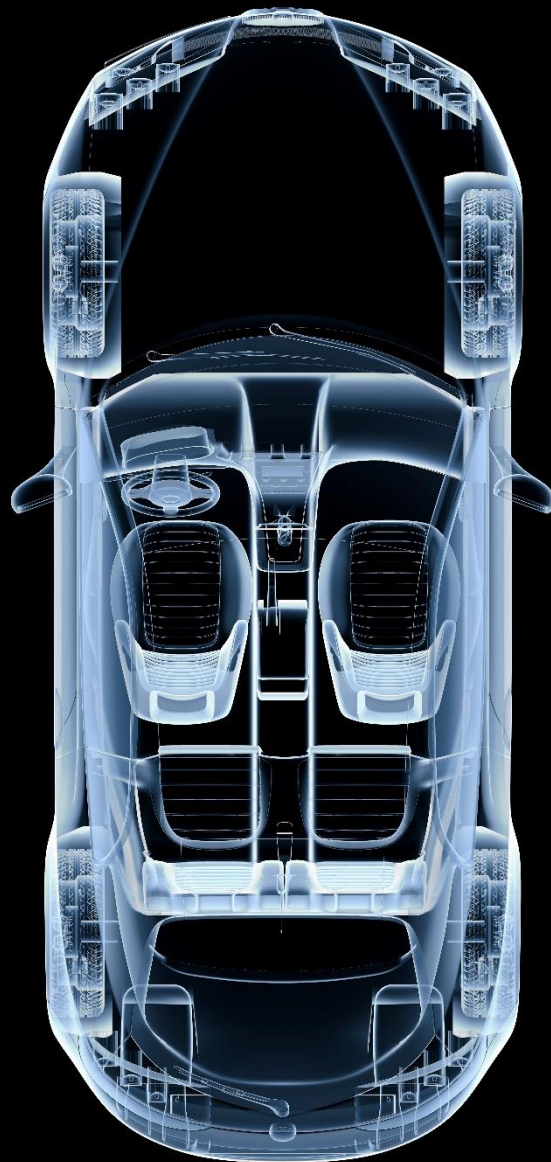


MOTOR

EXCESS protection insurance



POLICY WORDING

Policy of Insurance

Personal Motor Excess

INTRODUCTION

What is Excess Reimbursement?

Most Insurance policies have a policy *excess* which is the amount *you* have to pay towards a claim that *you* make under a *primary insurance policy*.

Excess Reimbursement is designed to repay *you* the amount of any policy *excess* *you* have to pay when *you* make a successful claim under a *primary insurance policy*.

The XS Cover Company

This policy has been arranged on your behalf by The XS Cover Company (XS), whom act as the distributor of this excess reimbursement policy.

Any premium XS collect or refunds XS make to you will be on behalf of us.

XS Cover Company is an appointed representative of Oddie Dalton & Co Ltd.

Oddie Dalton & Co Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Registered number 306267. You can check this on the Financial Services Register by visiting www.fsa.gov.uk/register or by contacting the FCA on 0800 111 6768.

Oddie Dalton & Co Ltd are registered in England number 01090813 and their registered office is 124 Melton Road, West Bridgford, Nottingham, NG2 6EP.

The Insurer

This policy is underwritten by Great American International Insurance (UK) Limited (also referred to as we, our and us).

Great American International Insurance (UK) Limited, registered address 32 Queen Square, Bristol, BS1 4ND, UK is registered in England as Company No 02714031 is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority under registration number 202874.

Your insurance documents

This is *your* policy wording. It is only valid when *you* have also received *your insurance certificate* from *your broker*. These two documents make up the insurance contract between *you* and *us* (the Insurer). Please keep them in a safe place. *We* recommend that *you* review *your* cover periodically to ensure that it continues to meet *your* needs.

Language

All insurance documents and all communications with *you* about Excess Reimbursement will be in easy to understand English.

Claims

To make a claim, please contact your broker who will provide you a claims form and guide you on how to proceed.

Cancellation

You may cancel this insurance within 14 days of receiving it (this is known as the cooling off period) and *you* will be entitled to a full refund of the premium as long as *you* have not made a claim.

You can cancel at any time after the 14 day cooling off period and we will make a proportionate refund of the premium paid, as long as *you* have not made a claim. However, such refund may be subject to an administration charge from XS Cover Company Ltd and/or the *broker*. To cancel *your* cover please notify *your* broker.

We shall not be bound to accept the renewal of any insurance and may at any time cancel this policy by sending *you* 14 days' notice in writing at *your* last known address. Valid reasons for cancellation may include but are not Ltd to:

- Fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions

Provided that the premium has been paid in full, *you* shall be entitled to a proportionate refund of premium in respect of the unexpired period remaining on the insurance.

1. ELIGIBILITY

- 1.1. To qualify for Excess Reimbursement Insurance *you* must be named as the Policyholder under the *primary insurance policy* and a permanent resident of the *United Kingdom*.
- 1.2. This insurance only applies if there is an *excess* payable by *you* under *your primary insurance policy*. Excess Reimbursement Insurance applies only to *your* own personal insurances. We explain what we mean by a *primary insurance policy* below in 'Definitions' - please read this carefully.
- 1.3. *You* are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions when *you* apply for cover and to make sure that all information supplied to *us* is true and correct.

Your responsibility to answer questions truthfully and accurately also applies when we contact *you* at the annual renewal of *your* policy, or if *you* wish to make any changes to *your* policy during the *period of insurance*, or if *you* make a claim under this policy. *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.

You must immediately advise *your broker* if any of the following changes occur at any time during the *period of insurance*:

- *You* change your address;
- *You* are no longer the named policyholder on *your primary insurance policy*.

If *you* do not answer questions truthfully and accurately, then this may affect *your* policy cover. In the event that *you* have supplied *us* with information which is incorrect or false we reserve the right to declare *your* policy invalid and cancel *your* cover, with no refund of premium. In the event that *you* have made a claim, we may refuse to pay all or part of that claim; please refer to 'Claims Conditions 5.5' for more information.

2. DEFINITIONS

Where we explain what a word means that word will be highlighted in *italic* print and will have the same meaning wherever it is used in this policy wording.

"Broker" means the insurance intermediary who sold *you* this Excess Reimbursement Insurance and who is named in *your insurance certificate*.

"Claims Administrator" The XS Cover Company

"Excess" means the amount *you* had to pay towards the first part of a claim under *your primary insurance policy* under the terms of that policy and such amount is clearly stated being an excess in *your primary insurance policy* documents.

"Insurance certificate" means the document which forms part of the insurance contract between *you* and *us*. It contains *your* name and gives details of the level of cover provided under *your* Excess Reimbursement Insurance. The *insurance certificate* will be issued to *you* by the *broker*.

"Maximum reimbursement limit" means the most we will pay in any one annual *period of insurance*, as shown in *your insurance certificate*.

"Period of insurance" means the annual period of cover under this Excess Reimbursement Insurance for which we have accepted the premium, as stated in *your insurance certificate*.

"Primary insurance policy" means an insurance policy covering the subject matter as stated in *your Insurance Certificate*, applying in the *United Kingdom* only, taken out by *you* with an insurer which is authorised and regulated in the *United Kingdom*, and under which *you* are named as the policyholder. Cover will also extend to a temporary replacement car whilst *your* own car is being repaired as the result of a claim *you* have made under *your* policy.

"Start date of cover" means the date that *your* Excess Reimbursement starts and will be shown in *your insurance certificate*.

“United Kingdom” means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

“We/us/our” Great American International Insurance (UK) Limited.

“You/your” means the person or company who took out this Excess Reimbursement Insurance and who is named as the Policyholder in the *insurance certificate* and named as the Policyholder in the *primary insurance policy*.

3. WHAT IS COVERED

If you make a claim under your *primary insurance policy* we will reimburse you the amount of the *excess* that you had to pay.

Your Excess Reimbursement Insurance applies only if:

- 3.1. The incident that led to the claim under your *primary insurance policy* happened during the *period of insurance* of this Excess Reimbursement Insurance.
- 3.2. The claim under your *primary insurance policy* was successful and the cost was more than the amount of the *excess*.

You may claim under this Excess Reimbursement Insurance more than once during the *period of insurance*, but in total we will only pay up to the *maximum reimbursement limit* shown in your *insurance certificate*, in any one *period of insurance*.

4. WHAT IS NOT COVERED

We will not reimburse your *excess* in the following circumstances:

- 4.1. if the incident that led to the claim under your *primary insurance policy* happened before the *start date of cover*, as stated in your *insurance certificate*;
- 4.2. if you were aware at the *start date of cover* that you were going to make a claim under your *primary insurance policy*;
- 4.3. for any claim under this insurance that you make within the first 30 days immediately following the *start date of cover*, unless this Excess Reimbursement Insurance policy has the same start date as your *primary insurance policy*;
- 4.4. where no *excess* was paid by you or deducted from the claim settlement by the insurer of your *primary insurance policy*;
- 4.5. if your claim under your *primary insurance policy* was not successful or was for less than the amount of the *excess*;
- 4.6. where any amount contributed by you or deducted from the settlement of your claim is not clearly stated in your *primary insurance policy* as being the policy *excess*;
- 4.7. where the *excess* you paid was under a motor insurance policy and your claim under that policy was in respect only of glass repair or replacement;
- 4.8. where the *excess* you paid was under a motor insurance policy and the motor vehicle was used for:
 - 4.8.1. hire and reward unless your *insurance certificate* permits hire and reward under operator’s licence conditions;
 - 4.8.2. 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;
 - 4.8.3. any business use other than Class One Business Use as normally defined by motor insurers unless your *insurance certificate* permits the use of fleet vehicles for commercial travelling;
 - 4.8.4. any purpose in connection with the motor trade
- 4.9. where the *excess* required from you under your *primary insurance policy* has already been paid or recovered from another party;

- 4.10. where the *excess* incurred is in respect of a *primary insurance policy* where the item(s) or location insured is outside of the *United Kingdom*;
- 4.11. where the *excess* incurred is in respect of a claim, which occurred outside of the *United Kingdom*. However cover will operate for claims which have occurred whilst *you* were temporarily visiting a country outside of the *United Kingdom*, as long as this visit was covered by *your primary insurance policy* provider;
- 4.12. Any claim resulting in any way from:
 - 4.12.1. 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. For the purposes of this policy, 'terrorism' shall mean: an act including but not Ltd 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 similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear;;
 - 4.12.2. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

5. HOW TO MAKE A CLAIM

Step one - check *your* policy wording

Read this Certificate first so that *you* are satisfied that *you* are covered for the claim *you* want to make. Read any exclusions that may apply and make sure *you* understand them.

Step two - notify the claim

All claims must be notified to our claims administrator; your broker will do this for you. You should notify your broker as soon as possible from the date you received settlement of the claim under your primary insurance policy. Please note that if you delay reporting a claim to us without good reason and that delay causes an adverse and prejudicial effect to us, then we may not be able to pay your claim.

The claims administrator details are:

Claims administrator

tel 0115 9812 921

Claims department

The XS Cover Co Ltd
124 Melton Road
West Bridgford
Nottingham
NG2 6EP

Email

claims@xscovercompany.com

Step three - after the claim is notified

The *claim administrator* will send your broker a claim form, which *you* should fill in and send back to them as soon as possible.

You must also provide a copy of the settlement letter from the insurer of *your primary insurance policy* giving details of the date of the claim incident and which clearly states the amount of the *excess* that *you* have paid. The *claims administrator* will tell *you* if they need any more information or documentation from *you*.

PLEASE NOTE: FAILURE TO FOLLOW THESE STEPS MAY DELAY AND / OR JEOPARDISE THE PAYMENT OF YOUR CLAIM.

CLAIMS CONDITIONS Things to keep in mind when making a claim

5.1 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.

5.2 Other Insurance

If *you* were covered by any other Insurance for the same *excess* we will only pay *our* share of the claim.

5.3 Driving licence

We will only give *you* the cover that is described in this policy in respect of any *excess* under a motor insurance policy if *you* have a full, current and valid UK driving licence, or hold a full internationally recognised licence which is approved for use within the *United Kingdom* by the DVLA.

5.4 Keeping to the Terms

We will only give *you* the cover that is described in this policy if *you* comply with all its terms.

5.5 Fraudulent Claims or Misleading Information

If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by *you* or anyone acting on *your* behalf to obtain benefit under this insurance, then *your* right to any benefit under this insurance will end, *your* cover will be cancelled with no refund of premium and we will be entitled to recover any benefit paid to *you* as a result any such fraudulent or misleading claim. We may also inform the police and other insurers.

6 CUSTOMER SERVICE AND COMPLAINTS

6.1 Service

Every effort is made to provide **you** with a high standard of service. If *you* have any questions about *your* Excess Reimbursement Insurance please talk to the *broker* who arranged this cover for *you* and they will be pleased to help.

6.2 Complaints

We always aim to treat you with fairness, courtesy and respect for your insurance needs. This commitment extends to dealing with any complaints you might have in a straightforward, helpful way, as quickly as possible.

If you are unhappy with any element of XS Cover Company's or our service concerning the sale and administration of this policy, please contact:

The XS Cover Company

Claims administrator

tel 0115 9812 921

Claims department

The XS Cover Co Ltd
124 Melton Road
West Bridgford
Nottingham
NG2 6EP

Email

claims@xscovercompany.com

If you are unhappy with the handling of your claim, please contact:

If you are unhappy with the handling of your claim, please contact:

The Claims Manager
Great American International Insurance (UK) Limited
32 Queen Square, Bristol, BS1 4ND

Tel: 0117 915 1433 or email gaukclaims@gaig.com

If you are still not satisfied with our final response or after eight weeks from making the complaint if not resolved satisfactorily you may refer your complaint to the financial Ombudsman Service. The Financial Ombudsman Service is a free and impartial service and your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. A leaflet explaining the procedure is available upon request.

They may be contacted at the following address:
Insurance Division, The Financial Ombudsman's Service,
Exchange Tower, London, E14 9SR. Tel: 0800 023 4567

7. LEGAL AND REGULATORY INFORMATION

7.1 Law and Legal Proceedings Applicable

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.

7.2 Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligations.

Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk>.

7.3 Data Protection

Great American International Insurance (UK) Limited processes the personal data of policyholders and insureds on the basis of legitimate interest whereby the processing of the personal data is necessary for the performance of a contract of insurance and/or for assisting in the underwriting of a potential risk. This Privacy Notice describes Great American's data protection practices and data subjects' rights in respect of personal data.

Depending upon the kind of insurance cover we are being asked to provide and the kind of claim we are being asked to pay we will seek different kinds of information. For example Information about people and property for which we provide insurance cover is sought by *us* before cover is provided.

In order to provide insurance cover (an insurance policy) or to pay a claim we generally need information about:

- a) The person and / or property that *we* are being asked to insure
- b) Property, for which repair or replacement costs are being sought under *our* insurance policy
- c) Medical and/or relevant conviction information where necessary to assess the risk

Who we share information with

Great American may share the personal data of policyholders and insureds with other entities within the Great American Insurance Group. Various entities of this group are located outside the European Economic Area (namely the United States of America). Great American has the standard provisions on data protection as drawn up by the European Commission included in agreements in force between the entities of the Great American group to ensure adequate safeguarding of information.

Great American also shares data with non-Group entities. Third parties to whom *we* disclose *your* Personal Information are required by law and contractual undertakings to keep *your* Personal Information confidential and secure, and to use and disclose it for purposes that a reasonable person would consider appropriate in the circumstances, in compliance with all applicable legislation. The purposes for which *we* may disclose *your* Personal Information to third parties are as follows:

- a) With *our* appointed agents and intermediaries for insurance administration and claims validation purposes
- b) With loss adjusters for claims investigation purposes
- c) With *our* reinsurance providers
- d) With agents authorised by *you* to act on *your* behalf
- e) With regulatory bodies

How long will we hold your information?

The personal data of insureds / policyholders are kept no longer than is necessary for the performance of a contract or required by law.

Security of Personal data

Great American takes appropriate technical and organisational measures to protect the personal data of policyholders and insureds against loss or against any form of unlawful processing.

What are *your* rights with respect to *your* Data?

You have a number of rights relating to *your* information. *You* have the right to:

- **Request access** to your personal data (commonly known as a "data subject access request"). This enables *you* to receive a copy of the personal data *we* hold about *you* and to check that *we* are lawfully processing it.
- **Request correction** of the personal data that *we* hold about *you*. This enables *you* to have any incomplete or inaccurate data *we* hold about *you* corrected.
- **Request erasure** of *your* personal data. This enables *you* to ask *us* to delete or remove personal data where *you* believe there is no good reason for *us* continuing to process it.
- **Object to processing** *you* can object to any processing of *your* personal data, however it is important to note that this may result in Great American being unable to provide coverage.
- **Request restriction** of processing of *your* personal data. This enables *you* to ask *us* to suspend the processing of *your* personal data in the following scenarios: (a) if *you* want *us* to establish the data's accuracy; (b) where *our* use of the data is unlawful but *you* do not want *us* to erase it; (c) where *you* need *us* to hold the data even if *we* no longer require it as *you* need it to establish, exercise or defend legal claims; or (d) *you* have objected to *our* use of *your* data but *we* need to verify whether *we* have overriding legitimate grounds to use it.
- **Request the transfer** of *your* personal data to *you* or to a third party. *We* will provide to *you*, or a third party *you* have chosen, *your* personal data in a structured, commonly used, machine-readable format.
- **Request details of transfers outside of the EEA** of *your* personal data. *You* can ask to obtain a copy of, or reference to, the safeguards under which *your* personal data is transferred outside of the European Economic Area.

You will not have to pay a fee to access *your* personal data (or to exercise any of the other data protection rights). However, *we* may charge a reasonable fee if *your* request is clearly unfounded, repetitive or excessive. *We* may also need to request specific information from *you* to help *us* confirm *your* identity and ensure *your* right to access *your* personal data. This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. *We* try to respond to all requests within one month. Occasionally it may take *us* longer than a month if *your* request is particularly complex or *you* have made a number of requests. In this case, *we* will notify *you* and keep *you* updated.

Contact and Complaints

Should there be any queries with respect to this Data Protection and Privacy Summary Statement please write to:

Head of Compliance
Great American International Insurance (UK) Limited
32 Queen Square, Bristol, BS1 4ND, UK

or alternatively address your query to the Head of Compliance through the contact section of our website: <http://www.greatamericanuk.com/contacts/contact-us/>

If *you* have a complaint or concern about how *we* use your personal data, please contact *us* and *we* will do *our* utmost to resolve the issue as soon as possible. *You* have the right to make a complaint at any time to the Information Commissioner's Office (ICO) for data protection issues (<https://ico.org.uk/>). *We* would, however, appreciate the opportunity to respond to any concerns *you* may have, in the first instance.

7.4 Economic or Trade Sanctions

No cover or benefit shall be provided and no sum shall be payable under this policy to the extent that providing or paying it would directly or indirectly put *us* or *our* ultimate parent company in breach of any applicable economic or trade sanction laws or regulations.