



# Motor Excess Reimbursement Insurance

Policy Wording



# Personal Motor Excess Reimbursement Insurance

## 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 Insurer

Excess Reimbursement Insurance is arranged by XS Cover Company with Premier Insurance Consultants Ltd trading as Nova Insurance on behalf of Evolution Insurance Company Limited. Evolution Insurance Company Limited is registered at Level 2, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

Evolution Insurance Company Limited (Company No. 88737) is authorized and regulated in Gibraltar by the Gibraltar Financial Services Commission and is permitted to issue policies in the UK by the UK Financial Conduct Authority under FCA number 227649

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

### Your insurance documents

This is *your* policy wording. It is only valid when *you* have also received *your insurance schedule* 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

Premier Insurance Consultants Ltd trading as Nova Insurance are authorized by Evolution Insurance Company Limited to handle all claims under this insurance. *You* can find their details in Section 6, How to Make a Claim.

### 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.

Premier Insurance Consultants Ltd T/a Nova Insurance will refund your premium in full if, within 14 days, *You* decide that it does not meet *Your* needs or that *You* want this policy, provided *You* have not reported a claim. The 14 day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the later. Once the 14 days has expired, *You* have the right to cancel this insurance; however, no refund of premium will be due to *you*.

*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 limited to:

- Fraud
- Non-payment of premium
- Threatening and abusive behavior
- 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.

## 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 schedule*.

*"Claims Administrator"* means Premier Insurance Consultants Ltd trading as Nova Insurance.

*"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 schedule"* 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 schedule* 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 schedule*.

*"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 schedule*.

*"Primary insurance policy"* means an insurance policy covering the subject matter as stated in *your Insurance Schedule*, applying in the *United Kingdom* only, taken out by *you* with an insurer which is authorized 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 schedule*.

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

“We/us/our” means Premier Insurance Consultants Ltd trading as Nova Insurance on behalf of Evolution Insurance Company 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 schedule* 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 schedule*, 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 schedule*;
- 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 schedule* permits hire and reward under operator's license 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 authorization 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 schedule* permits the use of fleet vehicles for commercial travelling;
  - 4.8.4. Any purpose in connection with the motor trade unless *your insurance schedule* states that this clause is deleted;

- 4.9. Where the *excess* required from *you* under *your primary insurance policy* has already been paid or recovered from another party; 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*;
- 4.10. 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;
- 4.11. 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 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 organization(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. Ionizing 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*; their details are below. *You* should do this 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. Please contact: Claims Department, Nova Insurance, 3 Redwing Court Business Centre, Ashton Road, Romford, Essex, RM3 8QQ

**Phone: 0800 083 1566**

Please tell them the policy reference number which will be shown in *your insurance schedule*. If *you* are not sure whether *you* can claim, please talk to the *claim administrator* who will be happy to help *you*.

### Step three - after the claim is notified

The *claim administrator* will send *you* 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 license**  
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 current and valid UK driving license, or hold a full internationally recognized license 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 of 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**

#### 6.2.1 **Complaints about the sale of your policy**

If *you* wish to make a complaint about the conduct of the sale of this insurance, including any information or advice provided as part of the sale, please also contact the *broker* who arranged this cover for *you*.

#### 6.2.2 **Complaints about policy administration matters**

If *you* wish to make a complaint about service matters such as general administration of *your* policy (other than about a claim) please contact the Customer Services Manager at XS Cover Company Limited, 145 - 157 St. John Street, London, EC1V 4PW. Email: customersupport@thexscovercompany.com

#### 6.2.3 **Complaints about the insurance policy (including claims)**

If *you* wish to make a complaint about the terms and conditions of the insurance, or about a claim, please contact Nova Insurance, 3 Redwing Court Business Centre, Ashton Road, Romford, Essex, RM3 8QQ. Tel: 0808 274 5460

#### 6.2.4 **If *your* complaint cannot be resolved by the end of the next working day**

It will be passed to Customer Relations Department, Evolution Insurance Company Ltd, Level 2 Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar.

6.2.5 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 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.

## 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**

The Insurance Compensation Fund in Ireland exists for the protection of consumers. In the event that an insurer is unable to pay a claim, compensation may be available from this fund. *You* may obtain more information about the Insurance Compensation Fund by visiting the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie).

### **7.3 Data Protection Act**

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.