

# Motor Vehicle Excess Protection Policy Wording

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## Demands and Needs Statement

This Policy meets the demands and needs of The Green Insurance Company (TGIC) customer whose vehicle has suffered malicious damage, been in an accident, fire, attempted to be stolen or a stolen recovered incident or had their vehicle stolen and it remains unrecovered. This Policy will cover You against a financial loss incurred as a result of having to meet the full amount of the stated Excess in respect of a claim made on Your Motor Vehicle Insurance Policy within the terms and conditions of Your Motor Vehicle Excess Protection Cover.

The Green Insurance Company (TGIC) does not make personal recommendations as to the suitability of the Policy to individual circumstances.

## Insurer

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by and is part of the worldwide AXA Group. Registered branch number: FC008998. IPA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority (FSA) in the UK (FSA register number 202664). You can get information by phoning their Consumer Helpline 0845 606 1234 (local call rates apply) or by visiting their website at [www.fsa.gov.uk](http://www.fsa.gov.uk).

## What makes up this policy?

This Policy and the covering letter must be read together as they form Your insurance contract.

## Changing your mind – Your right to cancel

You have the right to cancel this policy. If your policy is cancelled within 14 days you will receive a full refund, as long as no claim has been made. If it is cancelled after 14 days the premium will be charged in full.

If you want to cancel your policy please call us on 0845 272 7603. Alternatively, you can write to us at; The Green Insurance Company, 1 Masterton Way, Tannochside Business Park, Uddingston, G71 5PU

## Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy.

### You/Your/Insured Person

Means the person whose name appears at the top of Your covering letter.

### We/Us/Our

Means Inter Partner Assistance UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, United Kingdom, which is a branch of Inter Partner Assistance S.A., Avenue Louise 166 bte 1, 1050 Brussels, a Belgian company authorised by the Banking, Finance and Insurance Commission of Belgium under registration number 0487 and regulated by the Financial Services Authority for the conduct of UK business. Inter Partner Assistance is a member of the Global AXA Group.

### Excess

Means the amount You must pay under the terms of Your Motor Insurance Policy.

### Period of Insurance

This Policy runs along with Your Green Insurance Motor Insurance Policy, and if the Motor Insurance Policy is cancelled/not renewed, all cover under this insurance will end.

## Motor Insurance Policy

Means the Insurance Policy issued by an authorised UK Motor Insurer to You in respect of Your motor vehicle.

## Event

Means each claim occurrence during the Period of Insurance.

## Motor Insurer

Means an authorised UK Motor Insurer.

## Named Driver(s)

Means Drivers in addition to You who are permitted to drive under the terms of Your Motor insurance policy.

## Covering Letter

This forms part of this Policy Document and contains the name of the Policy Holder.

## Waived or Reimbursed

Means where a third party has already made good which is the first amount of any claim, shown in the schedule under own damage of Your Motor Insurance Policy.

## Motor

A vehicle (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers and does not exceed 3.5 tonnes, of which you are the owner or which you are authorised to drive

## Commercial Travel

Means commercial use by sales representatives.

## Who is eligible to purchase this policy?

### Any person:

1. Permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).

2. Any person who has a current and valid UK driving licence, or holds a full internationally recognised licence.

## Cover provided

1. Cover is provided for the Excess that You paid following the successful settlement of any physical damage claim for Your vehicle by Your Motor Vehicle Insurer in respect of claims arising as a result of accidental damage, fire, theft, flood or vandalism.
2. The maximum amount payable per claim is the Excess You paid towards Your Motor Insurance claim. Only when the Excess of the Motor Insurance Policy is exceeded will a claim be allowed. This policy will not pay more than the limit of the cover You have bought.
3. The maximum amount payable during the Policy (the annual aggregate cover limit) is shown on your cover schedule. Coverage limits available:
  - a) £500 in any one policy period
  - b) £1000 in any one policy period.

## General conditions applicable

You must comply with the following conditions to have the full protection of Your Policy.

1. Cover is provided under the following "Use Types";
  - A Social Domestic & Pleasure
  - B Personal Business Use by Policyholder
  - C Personal Use by a Named Driver(s).
  - D Personal Business Use by Policy Holder & Named Driver(s)
  - E Business use by Policy Holder/Named Driver (excluding Commercial Travel – BU3)

2. The excess protect policy will continue to respond for the Period of the Insurance or until your chosen level of indemnity on this excess protect policy is exhausted; whichever comes first.
3. The insurance policy that You have must be a current and valid private car motor insurance policy that is provided by The Green Insurance Company.
4. The Policyholder as stated on the Certificate of Insurance or Cover Letter must match the lead name of the individual on the main policy that has responded and to which this Policy will respond to the amount of the Excess.
5. In the event that any misrepresentation or concealment 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.
6. Right of Recovery – We can take proceedings in Your name but at Our expense to recover for Our benefit the amount of payment made under this Policy.
7. 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 share of the claim.
8. Reasonable Precautions – You must take reasonable steps to safeguard against loss or additional exposure to loss.
9. Keeping to the terms of this Policy – We will only give You the cover that is described in this Policy if any person claiming cover has met with all its terms and the terms of the excess protect insurance policy, as far as they apply.

## What is not covered (Exclusions)

1. Any claim that Your main motor insurance policy does not respond to or the Excess is not exceeded.
2. Any claim on the main insurance policy which occurred prior to inception date of this insurance.
3. Any claim where the main insurance policy issued by an authorised UK motor insurer is on the basis of or includes Commercial Travel.
4. Any claim notified to Us more than 31 days following the settlement of your claim by your main policy insurer.
5. Any contribution or deduction from the settlement of Your claim against Your main insurance policy other than the stated Policy Excess, for which you have been made liable.
6. Where a third party has waived or reimbursed You and made good which is the first amount of any claim, shown in the schedule under own damage of your motor insurance policy.
7. Any liability You accept by agreement or contract, unless You would have been liable anyway.
8. Any claim that is refused by Your main policy insurers to whom you are claiming.
9. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other consequence to the loss:
  - i. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

ii Or any act of terrorism.

For the purpose of this statement; any act of terrorism means 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 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.

This statement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above. If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

In the event any portion of this statement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10. Any excess claim arising from glass repair or replacement.

## Conditions applicable: Claims

### Making a claim:

#### Claim via the internet

Should you wish to claim under your vehicle excess protector policy insurance, you should go to;

<http://www.paymyexcess.com/grn1/>

You will be able to complete this claim form on line.

Once you have received communication confirming your claim number from AXA Assistance you should send the following;

1. A copy of the acknowledgement letter received from AXA Assistance.
2. A copy of your covering letter.
3. You must provide a copy of your settlement letter from your Insurance Company, which must state the amount settled and the excess deducted.

Please post the copy of the original claim form that you completed on line with all the required supporting documentation to:

AXA Assistance  
PO Box 54098,  
London SW20 8UU

[If you do not have access to the internet and would like to claim via post](#)

Please call AXA Assistance on **0845 271 2467** and notify your claim with them. At the time you call them they will complete the claim form with you over the phone. They will then send it by post to you for you to check that all details taken down over the phone by them (AXA Assistance) is correct together with an acknowledgement letter.

If you are happy with the completed claim form details please post a copy of the acknowledgement letter (which contains your claim reference number) with the following supporting documentation;

1. A copy of your covering letter.
2. You must provide a copy of your settlement letter from your Insurance Company, which must state the amount settled and the excess deducted.

To  
AXA Assistance  
PO Box 54098,  
London SW20 8UU

Should you need to call AXA Assistance please call **0845 271 2467** or email [lifestyle-excess@axa-assistance-claims.com](mailto:lifestyle-excess@axa-assistance-claims.com)

Please note: failure to follow these steps may delay and/or jeopardise the payment of your claim.

## Jurisdiction and law

This insurance policy will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

## Complaints Procedure

We do everything possible to make sure that You receive a high standard of service. If You are not satisfied with the service that You receive, please contact in the first instance, Your agent or the issuing agent with whom the policy was taken out, if you remain dissatisfied then you should address your enquiry/complaint to:

The Quality Manager.  
AXA Assistance (UK) Limited  
The Quadrangle  
106 – 118 Station Road,  
Redhill  
Surrey RH1 1PR

or email

[quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk)

### Beyond Inter Partner Assistance:

If We have given You Our final response and You are still dissatisfied You may refer Your case to the Financial Ombudsman Service (Ombudsman):

The Financial Ombudsman's Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

## Compensation Scheme

Your insurer is covered by Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if they are unable to meet their obligation to you. Further information about this is available from the Financial Services Authority or the FSCS. The contact information is: The FSCS, 7th Floor, Lloyd's Chambers, Portsocken Street, London, E1 8BN.

Tel: **0800 678 1100**

E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

The Green Insurance Company  
1 Masterton Way  
Tannochside Business Park  
Uddingston G71 5PU

Registered in Scotland  
Company number SC314868  
VAT number 380094850

Registered Office  
1 Masterton Way  
Tannochside Business Park  
Glasgow G71 5PU

The Green Insurance Company is an insurance intermediary, authorised and regulated by the Financial Services Authority. For your protection and ours, calls may be recorded.

[www.greeninsurancecompany.co.uk](http://www.greeninsurancecompany.co.uk)

