

Motor Vehicle Excess Protection Policy Wording

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Contents

Policy Summary	2–3
Definitions	3
What is Covered?	5
How to make a Policy Claim	5
What is Not Covered?	5–6
Notice to the Policyholder/Insured Person	6
How to Cancel	7
How to make a complaint	7

Demands and Needs

This Policy meets the demands and needs of a 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.

Motor Vehicle Excess Protection Policy – Policy Summary

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Motor Vehicle Excess Protection Cover

This Policy summary does not contain full terms and conditions of the cover, which can be found in the Policy document. It is important that you read the Policy document carefully.

Name of The Insurance Undertaking

This Policy is underwritten by IGI Insurance Company Limited.

Type of Insurance and Cover

Excess Protection Cover

The Excess Protection Policy provides insurance to cover reimbursement, up to the Sum Insured, for Your Excess under Your Motor Vehicle Insurance Policy following the successful settlement of a claim in respect of malicious damage, accident damage, fire, attempted to be stolen or stolen recovered incident or where the vehicle is stolen and remains unrecovered.

Significant Features and Benefits:

- Up to £500 in respect of Your Excess which You will have paid under Your Motor Vehicle Insurance Policy (see Definitions: Excess, Sum Insured. See also 'What is Not Covered?')
- Covers any named drivers on Your Motor Vehicle Insurance Policy (see Definitions: Insured Person/You/Your)
- For residents of Great Britain and Northern Ireland only (see Definitions: Insured Person/You/Your).

Significant and Unusual Exclusions or Limitations:

A maximum of two claims can be made within the Period of Insurance (see 'What is Covered?').

The following are not covered under this Policy

- Any claim where the total cost of the Insured Incident does not exceed Your Excess under Your Motor Vehicle Insurance Policy (see 'What is Not Covered?', point 1)
- Any claim where the Motor Vehicle Insurance Company do not provide indemnity under the terms of their policy (see 'What is Not Covered?', point 5)
- Any claim reported to Us more than 14 days after settlement of Your claim by Your Motor Vehicle Insurance Company (see 'What is Not Covered?', point 7)

- Any claim that arises from Your unlawful use of drink or drugs (see 'What is Not Covered?', point 12).

Duration

The period of the Motor Vehicle Insurance Policy which runs concurrent with this Policy and does not exceed twelve months (see Definitions: Period of Insurance).

Cancellation

You may cancel Your Policy within 14 days of receipt of the Policy document and receive a full refund, subject to no claim being made upon the Policy. After this 14-day period, You can cancel the Policy at any time, subject to no claim having been made, by contacting TGIC. No refunds will be given. If you do not exercise Your rights to cancel the Policy, it will continue in force for the term of the Policy and You will be required to pay the Premium.

Please contact The Green Insurance Company, 1 Masterton Way, Tannochside Business Park, Uddingston, G71 5PU, or telephone [0845 272 7603](tel:0845 272 7603).

Claim Notification

To make a Policy claim please telephone Us on [0800 783 5634](tel:0800 783 5634).

How to Make a Complaint

If You want to make a complaint about the Policy contact Us by telephone on [0800 077 8165](tel:0800 077 8165) or in writing to Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham. SR8 2RR, who may monitor and record calls for Your protection and Ours.

Or You can contact the Underwriters; Managing Director, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG.
Tel no [0115 941 1022](tel:0115 941 1022).

If the complaint cannot be resolved, You can refer it to the Financial Ombudsman Service.

Financial Services Compensation Scheme

IGI Insurance Company Ltd is covered by the Financial Services Compensation Scheme (FSCS). Depending on the circumstances You may be entitled to compensation from the scheme should they be unable to meet their obligations.

IMPORTANT

Your Excess Protection Policy

This is to confirm that IGI Insurance Company Ltd will provide the cover described below during the period of Your Policy. Cover is subject to the terms and conditions that follow. Payment of the Excess Protection Cover Premium must be made before cover is provided.

Definitions

Please find below an explanation of the words used in this insurance Policy.

Appointed Agents

Albany Assistance Ltd who will act on behalf of IGI Insurance Company Limited in connection with the Policy and its administration and may monitor and record calls.

Excess

The combined voluntary and compulsory excess which will be the first amount of any claim that You have paid under the terms, and shown in the relevant documentation of Your Motor Vehicle Insurance Policy in respect of Your own vehicle.

Insured Incident

Malicious damage, an accident, fire, attempted to be stolen or stolen recovered incident. Alternatively it is where the Insured Vehicle has been stolen and remains unrecovered.

Insured Person/You/Your

A driving licence holder who appears on the current certificate of motor insurance issued by TGIC and who is resident of Great Britain and Northern Ireland.

Insured Vehicle

Any motor vehicle (which for the purpose of this Policy includes motor cycles) insured with TGIC that is covered under the current motor insurance certificate, and for which a Premium has been paid for Excess Protection cover. The motor vehicle must not weigh more than 3.5 tonnes or be over 5.5 metres (18 feet) in length or over 2.3 metres (7 feet 6 inches) wide.

Motor Vehicle Insurance Policy

The Comprehensive or Third Party Fire and Theft Motor Insurance Policy issued to You which includes the certificate of motor insurance in respect of the Insured Vehicle.

Participating Agent

The Green Insurance Company (TGIC) who are authorised to sell this Policy to You on behalf of the Underwriters and Us.

Period of Insurance

The period of the Motor Vehicle Insurance Policy which runs concurrent with this Policy and does not exceed 12 months.

Policy

This Policy of insurance.

Policyholder

The person shown as the lead name on Your Motor Vehicle Insurance Policy and who has taken out this Policy and has paid the Premium due.

Premium

The payment, which needs to be paid to the Participating Agent by You to get the benefit of this Policy, except that We or the Participating Agent may, at their absolute discretion, waive Your need to pay.

Sum Insured

Up to a maximum of £500.

Third Party

The other person(s) and/or party(s) responsible for the Insured Incident, excluding the Insured Person and/or Policyholder (as defined in this Policy).

Underwriters

IGI Insurance Company Limited.

We/Us/Our

Albany Assistance Ltd and/or the Underwriters.

What is Covered?

- This insurance provides reimbursement of Your Excess up to the Sum Insured of £500 following an Insured Incident during the Period of Insurance
- A maximum of two claims in the Period of Insurance can be made.

How to make a Policy Claim

Should you wish to make a claim under this Policy following an Insured Incident, You must report it to Us immediately or at least within 14 days of settlement of Your claim by Your Motor Vehicle Insurance Company. Please call the Claim Line on **0800 783 5634**.

Before We consider how We will settle Your claim We must have receipt of the following supporting documentation (whichever We request and consider is applicable):

- a) Copy of Your settlement offer letter from Your Motor Vehicle Insurance Company showing any Excess applicable
- b) Full breakdown of repairs from Your Motor Vehicle Insurance Company
- c) Copy of Your Excess receipt from the repairers
- d) Copy of the letter from Your Motor Vehicle Insurance Company attaching their settlement cheque.

Failure to provide ALL requested documentation may jeopardise Your claim.

You should note that the following conditions apply in all circumstances:

- a. You must have a valid Motor Vehicle Insurance Policy through the Participating Agent to claim on this cover

- b. You must be a resident of Great Britain and Northern Ireland
- c. You must hold a current valid driving licence to drive the Insured Vehicle.

What is Not Covered?

The following are not covered under this insurance:

1. any claim where the sum total cost of the Insured Incident does not exceed Your Excess under Your Motor Vehicle Insurance Policy
2. any Excess in respect of personal effects, accessories, glass or audio/visual equipment (such as car phone, satellite navigation systems, CD or cassette player, radios etc.)
3. any claim where the Insured Vehicle was being used for hire or reward
4. any Insured Incident arising out of the use of an Insured Vehicle by the Insured Person in connection with racing, rallies, trials or competitions of any kind
5. any claim where the motor insurer does not provide cover under the terms of the underlying Motor Vehicle Insurance Policy
6. any claim where the Insured Vehicle has attempted to be stolen, been stolen, or suffered malicious damage and has not been reported to the Police
7. any claim reported to Us more than fourteen days after settlement of Your claim by Your Motor Vehicle Insurance Company
8. any deduction or contribution from the settlement of your claim under Your Motor Vehicle Insurance Policy apart from the policy Excess

9. any liability You accept by agreement or contract, unless You would have been liable in any case
10. any claim due to a deliberate non-disclosure or criminal act, which is found to Our satisfaction to be of a fraudulent or false nature. The Insured Person will be held responsible for any costs paid or due where this happens
11. any Insured Incident, which happened before the Policy started
12. any claim that arises from Your unlawful use of drink or drugs
13. any claim covered under any other policy, or any claim that would have been covered by another policy if this Policy did not exist.

Please be aware that should the Insured Incident have been caused by a Third Party and as a result Your Excess has been waived or reimbursed there will be no indemnity provided as no financial loss has been suffered.

Notice to the Policyholder/ Insured Person

Subrogated Rights

- a) The Insured Person must take all reasonable steps to mitigate the costs of the claim
- b) The Insured Person must pay to the Underwriters any sums directly recovered from the Third Party to the extent of the sums indemnified under this Policy
- c) The Insured Person must take all action possible to recover any sum the Underwriters may have paid or be liable to pay and pay any such amounts recovered to the Underwriters

- d) Upon conclusion of the claim under this Policy the Underwriters can take over and if necessary conduct proceedings in the name of the Insured Person to recover any costs from the Third Party.

Compliance and Avoidance of Policy

We and/or the Underwriters have the right to cancel this Policy and declare the same null and void if:

- a) The Policyholder does not hold a valid Motor Vehicle Insurance Policy at the time of the Insured Incident for the vehicle involved
- b) The Policyholder's motor insurers are entitled to void the Motor Vehicle Insurance Policy or refuse indemnity
- c) Any statements or answers made by the Policyholder to Us or the Underwriters prior to commencement of this Policy are found to be false or untrue
- d) The Policyholder fails to disclose any material fact relevant to the risks insured under this Policy to the Underwriters or to Us prior to the commencement of this Policy
- e) An Insured Person makes any Claim under this Policy, which is fraudulent or false in any material respect
- f) You fail to pay the required Policy premium, if not having been waived, to the Participating Agent or Us within 14 days of issuing of the Policy.

Dual Insurance

If at the time of any Insured Incident there is any other insurance, which provides cover for the loss, or any part of it We will only be responsible for the amount not recoverable under that insurance.

Cancellation Right

You may cancel Your Policy within 14 days of receipt of the Policy document and receive a full refund, subject to no claim being made upon the Policy. After this 14-day period, You can cancel the Policy at any time, subject to no claim having been made, by contacting TGIC. No refunds will be given. If you do not exercise Your rights to cancel the Policy, it will continue in force for the term of the Policy and You will be required to pay the Premium. Please contact The Green Insurance Company, 1 Masterton Way, Tannochside Business Park, Uddingston, G71 5PU, or call **0845 272 7603** to cancel your policy.

How to Make a Complaint

The Appointed Agents (Albany Assistance Limited) and the Underwriters (IGI Insurance Company Ltd) are committed to dealing with customer complaints in a fair and prompt way. Complaints can be made verbally or in writing.

If You have a complaint, You can contact Us or the Underwriters. We or the Underwriters will contact You within five days of receiving Your complaint to tell You what action is being taken. We or the Underwriters will try to resolve the problem and give You an answer within four weeks. If it will take longer than four weeks then You will be told when You can expect an answer.

It is Our experience that most complaints can be resolved by speaking to the staff directly responsible for Your claim. Please call Us on **0800 077 8165** or write to:

The Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

The Underwriters can be contacted by writing to The Managing Director, IGI Insurance Company Ltd, Market Square House, St James's Street, Nottingham NG1 6FG.

Telephone: **0115 941 1022**.

If We or the Underwriters have not given You an answer within eight weeks, You will be told how You can take Your complaint to the Financial Ombudsman Service for review.

If after making a complaint, You are still unhappy, as the complaint has not been resolved to Your satisfaction, You have the right to refer the complaint to the Financial Ombudsman Service.

The contact information is: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Telephone: **0845 080 1800**.

E-mail: enquiries@financial-ombudsman.org.uk

This complaints procedure does not affect any legal rights You may have.

Governing Law and Language

This insurance shall be subject to English Law, unless specifically agreed to the contrary. All communication is to be conducted in English.

Whole Agreement

This Policy contains the entire agreement between the Policyholder and any Insured Person claiming under it and the Underwriters and Us on their behalf. No other representation or warranty by the Insured Person or Us or their Authorised Representatives or any third party shall have any contractual effect unless agreed by both parties in writing.

This Policy is supplied by The Green Insurance Company (FSA register number: 469333), 1 Masterton Way, Tannochside Business Park, Uddingston, G71 5PU, administered by Albany Assistance Ltd (FSA register number: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR, and is underwritten by IGI Insurance Company Ltd (FSA register number: 202189) Market Square House, St James's Street, Nottingham, Nottinghamshire NG1 6FG. (Home State: United Kingdom).

The Financial Service Compensation Scheme (FCSC) covers Albany Assistance Ltd and IGI Insurance Company Ltd. You may be entitled to compensation from the scheme should either firm be unable to meet their obligations. This depends on the type of business and the circumstances of the Claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claims costs. You can get more information about the compensation scheme arrangements from the FCSC. The contact information is: The FCSC, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN. Telephone: 020 7892 7300. E-mail: enquiries@FSCS.org.uk

Signed for and on behalf of IGI Insurance Company Limited



K W WARDELL
Managing Director
TS/13/03/08.

The Green Insurance Company
1 Masterton Way
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Uddingston G71 5PU.

Registered in Scotland
Company number SC314868
Vat number 380094850

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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.

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