



Universal Insurance Company (Guernsey) Limited

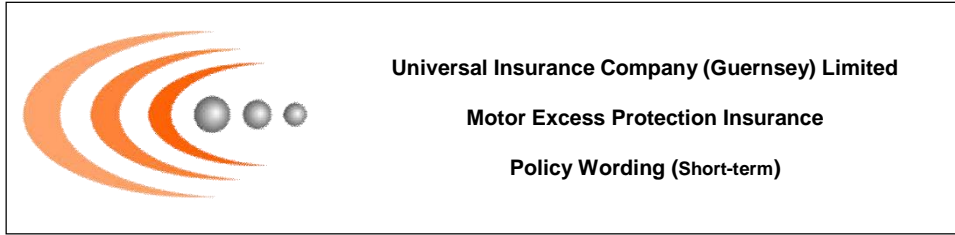
PO Box 549, Town Mills, Rue du Pre

St Peter Port, Guernsey GY1 6HS



**Motor Excess Protection Insurance**

## **Policy Wording** for Short-Term Insurance



Thank **you** for choosing to purchase a motor excess protection insurance **policy** from one of the Sky Insurance Group Services Ltd websites.

Subject to payment of the premium, **we** will pay **you** up to the **aggregate limit** of **excess** protection cover **you** have selected for accidental damage, malicious damage, fire, theft or attempted theft to the **insured vehicle** which **you** have paid under the terms of **your motor insurance policy**, and are unable to recover from any other party, occurring within the **territorial limits** and during the **period of insurance**, as shown on the **policy schedule**.

This **policy** document is evidence of a legally binding contract of insurance between **you** and **us**. **We** will indemnify **you** for **excess(es)** paid by **you** on **your motor insurance policy** up to the **aggregate limit** during the **period of insurance**, as stated on the **policy schedule**, subject to the terms, conditions, clauses and exclusions of this insurance **policy**.

The **policy schedule** tells **you** the effective date and time of cover together with the **aggregate limit**. Words which appear in bold italics, have the meanings given to them in the **policy** definitions section of the **policy** wording. This wording clearly sets out the details of **your** insurance cover. Please read these carefully, and in particular the **policy schedule** to make sure it meets **your** needs.

Information and statements supplied by **you** have been relied upon by **us** when entering into this contract of insurance. This information and statements together with this **policy**, including the **policy schedule** must be read together as they constitute a legally binding contract of insurance between **you** and **us**.

Unless specifically agreed otherwise, this insurance shall be subject to Guernsey Law.

The terms and conditions of this **policy** and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the **policy**.

The Contracts (Rights of Third Parties) Act 1999 save for the rights granted to **insured person(s)** and the **insurer** under this contract, any person or company who is not party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have in law.

This insurance has been effected with Universal Insurance Company (Guernsey) Limited. Company Signatory:

Universal Insurance Company (Guernsey) Limited is a company registered in the Bailiwick of Guernsey under the Companies (Guernsey) Law 2008 with Company Number 58416, and is regulated under the Insurance Business (Bailiwick of Guernsey) Law, 2002 with Guernsey Financial Services Commission reference number 2257613.

Registered Office Address:

PO Box No: 549, Town Mills, Rue du Pre, St Peter Port, Guernsey, GY1 6HS

## Policy definitions

Certain words and expressions used in this **policy** have a specific meaning. To help identify these **we** have printed them in bold italics throughout.

**Aggregate Limit** – is shown on the **policy schedule** and is the maximum total amount payable during the **period of insurance** in respect of claims for the **excess(es)** paid by **you** for **insured incidents** on **your motor insurance policy**.

**Certificate of Motor Insurance** – the document issued by the **motor insurance company** headed **certificate of motor insurance**, which provides evidence for the **insured vehicle** of the existence of the **motor insurance policy** as required by law.

**Dual Insurance** – If there is any other insurance policy(s) in force which covers the same loss, damage or liability as this insurance, **we** will only pay **our** proportionate share of the claim.

**Excess(es)** – the standard policy excess amount **you** must pay under the terms of **your motor insurance policy**, for damage to, or the theft of, the **insured vehicle** following an **insured incident**.

**Insurance Intermediary** – the insurance broker, and any associated trading styles and websites, through whom **you** purchased this **policy**.

**Insured Incident(s)** – any accidental, malicious, fire, theft or attempted theft damage to the **insured vehicle** occurring in the **period of insurance**, for which **your motor insurance company** have agreed to indemnify **you** under their **motor insurance policy**.

**Insured Person(s)** – **you** and any named drivers on the **certificate of motor insurance** who hold a current valid UK, EU, EEA, Swiss or Commonwealth driving licence.

**Insured Vehicle** – the vehicle shown on the **certificate of motor insurance** and identified by the vehicle registration on the **policy schedule**.

**Insurer** – Universal Insurance Company (Guernsey) Limited.

**Motor Insurance Company** – the authorised insurance company who provides motor insurance cover for the **insured vehicle** and the **period of insurance** as stated in the **policy schedule**.

**Motor Insurance Policy** – the policy of insurance issued by the **motor insurance company** that covers the **insured vehicle** for the **period of insurance**.

**Period of Insurance** – the period as shown on the **policy schedule** not exceeding the short-term **motor insurance policy** which was purchased at the same time, and for which **you** have paid, and **we** have agreed to accept a premium.

**Policy** – shall mean this Motor Excess Protection Insurance policy.

**Policy Schedule** -- the document headed **policy schedule**, which gives details of the Policyholder, the **insurer**, the **policy** number, the registration number of the **insured vehicle**, the **aggregate limit**.

**Territorial Limits** – means Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands only.

**Third Party** -- the other person(s) and/or party(s) involved in the **insured incident**, excluding the **insured person(s)** as defined in the **policy schedule**.

**We / Us / Our** – shall mean Universal Insurance Company (Guernsey) Limited.

**You / Your / Policyholder** – shall mean the person(s) named on the **policy schedule** who has taken out and paid for this insurance.

## 1. What this Policy will cover

This insurance **policy** will reimburse **you** for the **excess** amount paid by **you** for every **insured incident** on the **insured vehicle** made during the **period of insurance** on **your motor insurance policy**, providing **you** have suffered a financial loss and are unable to reclaim the **excess** from a **third party** within 6 months, up to the **aggregate limit** as selected by **you**. The **excess** under **your motor insurance policy** is still payable by **you** upfront and reimbursed after a successful claim has been submitted under this **policy**.

This **policy** only applies to the standard **excess** under your **motor insurance policy** for the damage to the **insured vehicle** and does not cover windscreen or glass only damage, **third party** excess payments or any additional excess imposed by the **motor insurance company** due to the late reporting or type of **insured incident**.

This policy will reimburse **you** for a successful claim, up to the **aggregate limit** for the **period of insurance**, where the **motor insurance policy excess** cannot be recovered from a **third party**. The circumstances are:

- a) an accident that is either **your** fault, or partially **your** fault; or
- b) an accident where the **third party** is unknown or cannot be traced; or
- c) an accident in which **you** believe **you** were not to blame, but have been unable to recover the **motor insurance policy excess** within 6 months of the date of the **insured incident**; or
- d) a fire claim to the **insured vehicle**; or
- e) the theft of the **insured vehicle** or damage caused by attempted theft; or
- f) damage caused to the **insured vehicle** by flooding; or
- g) damage caused to the **insured vehicle** maliciously by an unknown **third party**.

## 2. What this Policy does not cover (Exclusions)

1. A claim where the **excess** under **your motor insurance policy** has already been repaid, waived or recoverable, and therefore no financial loss will be suffered by **you**.
2. An **insured incident**, which happened outside the **period of insurance** under this **policy**.
3. Any claim submitted under this **policy** and acknowledged by **us** where **you** have not submitted any supporting evidence within 365 days of the **insured incident**.
4. Any contribution or deduction from the settlement of **your** claim against **your motor insurance policy** other than the stated **motor insurance policy excess**, for which **you** have been made liable.
5. Liability attaching as a result of an agreement or contract unless that liability would have existed otherwise.
6. Declined or refused claims under the **motor insurance policy**.
7. An **excess** under **your motor insurance policy** in respect of personal effects, accessories or audio/visual equipment (such as car phone, satellite navigation systems, CD or cassette player, radios etc.).
8. An **insured incident** where the **insured vehicle** has been used as a Taxi (for hire or reward), the delivery of goods, parcels or food for payment.
9. An **insured incident** arising out of the use of an **insured vehicle** by the **insured person(s)** in connection with racing, rallies, trials or competitions of any kind.
10. Mis-fueling – excludes any claim in respect of any **motor insurance policy excess** relating to the use of the wrong fuel.
11. Any claim for a **motor insurance policy excess** that relates solely to glass, windscreen or sunroof damage or breakage.
12. Any claim under **your motor insurance policy** which was as a result of attempted theft, theft or malicious damage to the **insured vehicle** and has not been reported to the Police.
13. 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. **You** will be held responsible for any costs paid or due where this happens.
14. A claim under **your motor insurance policy** that arises from the **insured person(s)** unlawful use of drink or drugs.
15. Any claim caused directly or indirectly by or arising from any of the following, regardless of any other contributory cause or event;
  - (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) Any action taken in controlling, preventing, suppressing or in any way relating to (i) above except as is necessary to meet the requirements of the Road Traffic Acts.
  - (iii) Ionising radiation or radioactive contamination from nuclear fuel or waste; or
  - (iv) The radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.
16. Non-fault **insured incidents** where the **motor insurance policy excess** is recoverable from a **third party**, unless such recovery has not occurred within 6 months of the date of the **insured incident** and is extremely unlikely to be repaid.
17. Any amount that exceeds the **aggregate limit** during the **period of insurance**.

## 3. Midterm Adjustments

Due to the short-term nature and administration costs of this insurance no changes to the **policy** are permitted. **You** must ensure that all information provided is correct and **you** understand the cover contained in this **policy** before purchase.

## 4. Cancellation

### Valid Motor Insurance Policy

This **policy** is only effective whilst **you** have a valid **motor insurance policy** on the **insured vehicle** with **your insurance intermediary**. Where **you** or **your motor insurance company** cancel the **motor insurance policy**, this **policy** will also be cancelled from the same date. However, there will be no return premium due to the short-term nature of this **policy**.

### Cooling-off Period

(a) **Policy** period not exceeding 28 days.

There is no 'cooling-off' period for policies of 28 days or less.

(b) **Policy** period of 29 days or more

**You** are entitled to cancel this **policy** by notifying **your insurance intermediary** where **you** purchased this **policy** or email **us** at [cancellation@universalig.com](mailto:cancellation@universalig.com) within 14 days from the date **you** receive this **policy**. If cancellation is before the start of the **period of insurance** then a full refund will be made. If cancellation is requested after the **period of insurance** has begun then a return of premium will be calculated on a pro-rata basis for the number of days cover not used, providing there has been no claim submitted to **us**. An administration fee of £20.00 will apply.

### Cancellation by You

**You** may cancel the **policy** at any time. **You** must notify **us** of this in writing to the address shown on the documentation provided to **you**, or by email to [cancellation@universalig.com](mailto:cancellation@universalig.com). Cancellation will only take effect from the date **we** receive **your** instructions. There is no cancellation refund due to the short-term nature of the contract and associated administration costs.

### Cancellation by Us

**We** may cancel the **policy** where there is a valid reason for doing so which may include but is not limited to, if **we** suspect fraud, chargeback of the premium paid, **you** are not complying with the terms and conditions of the **policy** or if **you** use threatening or abusive behavior towards **our** staff, or those of the **insurance intermediary**. Notification of the cancellation will be sent to the email address used when purchasing this **policy** and will be with immediate effect. **We** will refund any remaining premium for the unused days of cover on a pro-rata basis, to **your insurance intermediary** for processing on the debit or credit card used to make the purchase of this **policy**.

## 5. General Conditions

The following conditions must be complied with by **you**, for **you** to have the full protection of **your policy**.

1. **You** must be insured under a valid **motor insurance policy** for the duration of this **policy**.
2. **You** must be the policyholder as stated in the **policy schedule** and covered to drive by the **certificate of motor insurance**.
3. Any claim to be made on this **policy** must be notified to **us** as soon as reasonably possible following the **insured incident**, and the required documentation to complete the claim application must be submitted within 90 days of payment by **you** of the **excess**, or the deduction of the **excess** from a settlement made to **you** by **your motor insurance company**.
4. If **you** make a claim which is at all false or fraudulent or support a claim with any false or fraudulent statement or documents, this **policy** will be cancelled with immediate effect and **you** will lose all benefits and the premium **you** have paid for this **policy**.
5. **We** will be entitled to take over and conduct at **our** expense in **your** name, legal proceedings to recover for **our** own benefit any payments made under this **policy**. **You** must give **us** all the help and information **we** may need.
6. If at the time of any **insured incident**, there is any **dual 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.
7. **You** must have taken all reasonable steps to protect the **insured vehicle** against loss or additional exposure to loss.
8. The insurance described in this insurance document will only apply if the person claiming has observed all the terms and conditions that apply.

## 6. How to make a claim

If **you** wish to make a claim under this **policy** due to an **insured incident** on the **insured vehicle**, **you** should immediately email **us** at [claims@universalig.com](mailto:claims@universalig.com) or report it to **your insurance intermediary** where **you** purchased this **policy**.

Please provide **us** with the full details of the **insured incident**, and to consider **your** claim, **we** will require the following supporting documentation:

- (i). A copy of **your excess** receipt from the repairers who repaired the **insured vehicle**, or
- (ii). A copy of the final settlement letter from the **motor insurance company** showing any **excess** deducted.

**You** will also need to provide **your** bank account details to enable **us** to reimburse **you** on a valid claim.

Please remember to provide all the information and documentation that has been requested as failure to do so may result in a claim being delayed or not being paid.

### Fraudulent claims

**We** will not pay for any loss, damage or liability if **you** or any other person covered by this **policy** or anyone acting for **you** makes a claim that is fraudulent or exaggerated in any way, makes a false statement or provides false or stolen documents to support a claim. In such circumstances **we** will cancel this insurance contract without refunding any premium and will seek to recover any costs that **we** have incurred from **you**.

## 7. Use of personal information (Privacy Policy)

**We** are committed to maintaining the accuracy, confidentiality and security of **your** personal information. This Privacy Policy describes the personal information that **we** collect from **you** or about **you** and how **we** use it and to whom **we** disclose this information.

As a business regulated by the Guernsey Financial Services Commission, **we** may on occasion need to process **your** data to comply with the regulatory requirements or fulfil the obligations of a contract **we** have entered with **you**.

### What is personal information?

For the purposes of this Privacy Policy, personal information is any information about an identifiable individual, other than the person's business title or business contact information when used or disclosed for the purpose of business communications. Personal information does not include anonymous or non-identifiable information (i.e. information that cannot be associated with or tracked back to a specific individual).

Personal Information **we** collect, process, hold and share includes:

- Name
- Residential address
- Contact details
- Date of birth
- Proof of identity
- Background check data
- Bank details
- Occupation
- Marital status
- Special categories of data including medical and criminal information.

### Why we collect and use this information

- Establishing and maintaining communications with **you**
- Providing our contracted services to **you** in arranging insurance cover and handling claims
- Collecting, forwarding and refunding of premiums
- Processing transactions through service providers
- Complying with any requirement of Law, Regulation or reporting to a Regulatory or Tax authority
- Undertaking anti-fraud, sanction, anti-money laundering and the countering of the financing of terrorism and other checks to protect against fraud, suspicious or other illegal activities.

In the future, if **we** intend to process **your** personal data for a purpose other than that which it was collected, **we** will request **your** consent where necessary and provide **you** with information on that purpose and any other relevant information.

### The lawful basis on which we process this information

The Company processes **your** personal data in order to comply with its legal obligations. Any special category data processed is also in order to comply with a legal or contractual obligation and in order to process any insurance claim.

### Collecting this information

Much of the information **we** hold will have been provided by **your insurance intermediary** as part of their contract with **us**. When processing a claim, **we** may also obtain information directly from **you**. **We** do not use automated decision making (including profiling) in any circumstances.

### Storing this information

**We** hold **your** personal data both in hard copy files and on IT systems. The information will be stored until the expiration of a period of six years after the termination of **our** relationship with the scheme which **you** have been a member of.

**We** take the security of **your** data seriously. **We** have internal policies and controls in place to ensure that **your** data is not lost, accidentally destroyed, misused or disclosed, and is not accessed except by **our** employees in the proper performance of their duties.

### Who we share this information with

Personal data may be shared with **our** senior management and employees of **our** Insurance Manager, Robus Risk Services (Guernsey) Limited, a company regulated by the Guernsey Financial Services Commission. Information may also be shared with the Company's auditors and parties that provide certain information technology and data processing services to **us** so that **we** may operate **our** business.

In limited and necessary circumstances, **your** information may be transferred outside of the European Union, or countries not appearing on the Adequacy list, or to an international organisation, to comply with **our** legal or contractual requirements. Those transfers would always be made in compliance with relevant data protection legislation and **we** would ensure that appropriate safeguards to protect **your** personal data were put in place.

## **Your Rights**

Under the General Data Protection Regulation (GDPR) and the Data Protection (Bailiwick of Guernsey) Law, 2017 (the DP Law), **you** have certain rights with regards to **your** personal data. **You** have the right to request from **us** access to and rectification of **your** personal data. If **you** would like access to the data **we** hold, **we** must receive a request in writing in order to fulfil the request. This request should be sent to **us** by email or by regular post as per the contact details stated below.

In certain circumstances, **you** have the right to request erasure of **your** personal data, the right to restrict processing, object to processing, and the right to data portability.

If **you** have provided consent for the processing of **your** data, **you** have the right to withdraw that consent at any time, which will not affect the lawfulness of the processing before **your** consent was withdrawn.

**You** have the right to file a complaint with the Data Commissioner's Office in Guernsey if **you** believe that **we** have not complied with the requirements of GDPR or the DP Law with regard to **your** personal data.

## **Identity and contact details of controller and Responsible Officer**

**We** are controller and processor of data for the purposes of GDPR and the DP Law. If **you** have any concerns as to how **your** data is processed, **you** can contact:

The Compliance Officer

Email address: [compliance@universalig.com](mailto:compliance@universalig.com)

Alternatively, you can write to the above individual using the address as follows:

Universal Insurance Company (Guernsey) Limited, PO Box 549, Town Mills, Rue du Pre, St Peter Port, Guernsey, GY1 6HS

## **8. If you need to complain**

If **you** have a complaint regarding how the **policy** has been sold to **you**, then **you** should contact the **insurance intermediary** where **you** purchased the **policy** and follow their complaints procedure.

**We** aim to provide **you** with a high level of service at all times relating to the cover provided by this **policy** and the handling of claims submitted. However, there may be a time when **you** feel that **our** service has fallen below the standard **you** expect. If this is the case and **you** want to complain, **we** will do **our** best to try and resolve the situation. Please submit full details of **your** complaint to:

*By Email to:* [complaints@universalig.com](mailto:complaints@universalig.com)

*By Post to:* The Compliance Officer, Universal Insurance Company (Guernsey) Limited, PO Box No: 549, Town Mills, Rue du Pre, St Peter Port, Guernsey, GY1 6HS

Whilst **we** always aim to respond to a complaint as soon as possible, if **we** are unable to reply fully within 8 weeks **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** investigation to take.

### Final Point of Contact

If **you** are not satisfied with **our** final response to **your** complaint, **you** can refer **your** complaint to the Channel Islands Financial Ombudsman ("CIFO").

**You** can contact CIFO at:

Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands, JE4 9QG

Email: [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)

Website: [www.ci-fo.org](http://www.ci-fo.org)

Jersey local phone: 01534 748610

Guernsey local phone: 01481 722218

International phone: +44 1534 748610

This complaints procedure does not affect **your** statutory rights.