

# Motor Excess Protection Insurance



## Policy Summary

Some important facts about your insurance are summarised below. This summary does not form part of the contract and does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. A copy of the full policy documentation is available on request if it is not provided to you with this summary.

### Insurer

This policy is underwritten by Evolution Insurance Company Limited. Evolution Insurance Company Limited is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority in respect of underwriting insurance business in the UK (FCA Number 227649).

### Cooling Off Period

2Gether Insurance Ltd 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

### What Makes up this Policy?

This policy wording and the Schedule of Insurance or Confirmation of Coverage must be read together as they form Your insurance contract.

### Cover Provided

1. Cover is provided the Excess that You are responsible for following the successful settlement of any loss, destruction or damage claim under Your Motor Insurance Policy in respect of claims arising as a result of accidental damage, fire, theft or vandalism. Where You were at fault the claim will be settled when We are in receipt of the settlement letter from Your Motor Insurer. For claims where You are deemed partially at fault or not at fault if Your Excess is not recovered from the third party within 6 months from the date of the Incident. We will reimburse any Excess payment for which you have been liable up to the Annual Aggregate Limit under the policy.
2. Cover will only operate when the Excess of Your Motor Insurance Policy is exceeded and following the successful claim payment.
3. The maximum amount payable under this policy will be the Annual Aggregate Limit as shown in Your Schedule of Insurance or Confirmation of Coverage. Once the Annual Aggregate Limit is exhausted this policy is automatically cancelled and You are then liable for all and any future Excess payments as defined in Your Motor Insurance Policy.

### What is not Covered (Exclusions)

1. Any claim that Your Motor Insurance Policy does not respond to or the Excess there under is not exceeded.
2. Any Claim that is refused under Your Motor Insurance Policy
3. Any claim where the Motor Vehicle is being used in any competition, trial, 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. Any claim under Your Motor Insurance Policy which occurred prior to the Period of Insurance as shown on Your Schedule of Insurance or Confirmation of Coverage that You were aware was an Imminent Claim.
5. Any claim notified to us more than 31 days following the successful settlement of Your claim under Your Motor Insurance Policy.
6. Any contribution or deduction from the settlement of your claim against Your Motor Insurance Policy other than the stated policy Excess for which You have been made liable.
7. Any claim that has been Waived or Reimbursed.
8. Any liability you accept by agreement or contract, unless You would have been liable anyway.

### How to Make a Claim

Your claim will be handled on the insurers behalf by 2Gether Insurance Ltd. The process has been designed specifically to enable the process and handling of Your claim to be as quick and efficient as possible.

#### Via the Email

Please email [support@drive-365.co.uk](mailto:support@drive-365.co.uk) to inform us of your claim and a claim form shall be provided to you.

#### Or

#### By Phone

Please call on 01945 586222 to notify Us of Your claim. You will be sent a claim form to complete and will be asked to return it along with supporting documentation that will be specific to You.

Failure to follow these steps may delay or jeopardise the payment of Your claim.

# Motor Excess Protection Insurance

## Introduction

Thank you for choosing Motor Excess Protection Insurance. The information in this policy wording contains important information and We have made it as easy as possible to understand. Please take time to read through it and contact **Us** if You need any further information.

## Selling Broker

An FCA authorised intermediary, who is acting on behalf of the customer and able to advise upon, sell and administer general insurance products in the UK. Please check the **Schedule of Insurance or Confirmation of Coverage** for details of the selling broker.

## Marketing Intermediary

2Gether Insurance Ltd is authorised and regulated by the Financial Conduct Authority to carry out general insurance mediation business activities in and from within the United Kingdom.

## Insurer

This policy is underwritten by Evolution Insurance Company Limited. Evolution Insurance Company Limited is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority in respect of underwriting insurance business in the UK (FCA Number 227649).

## What Makes up this Policy?

This policy wording and the **Schedule of Insurance or Confirmation of Coverage** must be read together as they form Your insurance contract.

## Insuring Clause

In consideration of payment of premium, the insurer will indemnify or otherwise compensate **You** against financial loss as described in and subject to the terms, conditions, limits and exclusions of this policy, occurring or arising during the **Period of insurance** or any subsequent period for the insurer agrees to accept a renewal premium.

## Cooling Off Period

2Gether Insurance Ltd 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.

## Jurisdiction and Law

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

## Definitions

Where **We** explain what a word means that word will be highlighted in bold print and will have the same meaning wherever it is used in the policy

**'Annual Aggregate Limit'** means that maximum amount payable in the Period of Insurance as shown in Your **Schedule of Insurance or Confirmation of Coverage**.

**'Schedule of Insurance or Confirmation of Cover'** – This forms part this policy document and contains the name of the **Policyholder** and gives details of the cover provided by this policy.

**'Excess'** means the amount You are responsible for/have to pay under the terms of **Your Motor Insurance Policy**.

**'Imminent Claim'** means an incident that could give rise to a claim under this policy that **You** are or were aware of prior to the inception date of this policy that was to be or had just been reported under **Your Motor Insurance Policy**.

**'Incident'** means a claim occurrence under Your Motor Insurance Policy during the Period of Insurance.

**'Motor Insurance Policy'** means **Your** insurance policy covering: social, domestic and pleasure use by the Policyholder and/or a **Named Driver(s)**; and includes commuting to a single place of work and use in connection with **Your** business.

**'Motor Insurer'** means an authorised UK Motor Insurer.

**'Motor Vehicle'** means a

**'Private Motor'** (not being an invalid carriage) constructed for the passengers and their effects and is adapted to carry no more than seven passengers used for social, domestic and pleasure use (Including commuting to a single place of work).

**'Business Car'** (not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers that is used for personal and/or commercial business.

**'Motorcycle'** (also called a motorbike) constructed with two wheels and powered by an engine used only for social, domestic and pleasure use (including commuting to a single place or work)

**'Motor Home'** a special purpose vehicle for the carriage of passengers, their effects and includes living accommodation used only for social, domestic and pleasure use.

**'Coach'** constructed or adapted to carry more than 16 passengers in addition to the driver

**'Commercial Vehicle'** not exceeding an unloaded weight of 3.5 metric tonnes being used for transporting goods.

**'Commercial Vehicle'** greater than an unloaded weight of 3.5 metric tonnes but no exceeding 44 metric tonnes being used for transporting goods.

**'Minibus'** constructed or adapted to carry more than 8 but not more than 16 seated passengers in addition to the driver.

**'Taxi'** a hire car with a maximum of 9 seats which can be engaged, by arrangements made in a public place between the person to be conveyed in it or by prior arrangement.

'Named Driver(s)' means drivers in addition to **You** who are permitted to drive under the terms of Your **Motor Insurance Policy**.

'Period of Insurance' means the period for which **We** have accepted the premium as stated in Your **Schedule of Insurance or Confirmation of Coverage**.

'Waiting Period' means the first 30 days of this policy. The waiting period will not apply if this policy is a renewal with Drive 365 (Motoring Solutions) Ltd or has been sold in connection with Your main **Motor Insurance Policy** within 14 days of inception.

'Waived or Reimbursed' means where a third party has already made good the **Excess** shown in the schedule of Your **Motor Insurance Policy**.

'We/Us/Our' means 2Gether Insurance Ltd of 4 Bridge Street, Wisbech, Cambridgeshire, PE13 1AF.

'You/Your/Insured Person/Policyholder' means the person or business whose name appears on Your **Schedule of Insurance or Confirmation of Coverage**.

## Cover Provided

1. Cover is provided the **Excess** that **You** are responsible for following the successful settlement of any loss, destruction or damage claim under Your **Motor Insurance Policy** in respect of claims arising as a result of accidental damage, fire, theft or vandalism. Where **You** were at fault the claim will be settled when **We** are in receipt of the settlement letter from Your **Motor Insurer**. For claims where **You** are deemed partially at fault or not at fault if Your **Excess** is not recovered from the third party within 6 months from the date of the **Incident**. We will reimburse any **Excess** payment for which **You** have been liable up to the **Annual Aggregate Limit** under the policy.
2. Cover will only operate when the **Excess** of Your **Motor Insurance Policy** is exceeded and following the successful claim payment.
3. The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown in Your **Schedule of Insurance or Confirmation of Coverage**. Once the **Annual Aggregate Limit** is exhausted this policy is automatically cancelled and **You** are then liable for all and any future **Excess** payments as defined in Your **Motor Insurance Policy**.

## What is not Covered (Exclusions)

1. Any claim that Your **Motor Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
2. Any Claim that is refused under Your **Motor Insurance Policy**
3. Any claim where the **Motor Vehicle** is being used in any competition, trial, 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. Any claim under Your **Motor Insurance Policy** which occurred prior to the **Period of Insurance** as shown on Your **Schedule of Insurance or Confirmation of Coverage** that **You** were aware was an **Imminent Claim**.
5. Any claim notified to **Us** more than 31 days following the successful settlement of Your claim under Your **Motor Insurance Policy**.
6. Any contribution or deduction from the settlement of **Your** claim against Your **Motor Insurance Policy** other than the stated policy **Excess** for which **You** have been made liable.
7. Any claim that has been **Waived or Reimbursed**.
8. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.

## Conditions Applicable

1. Your **Motor Excess Protection Insurance Policy** will continue to respond for the **Period of Insurance** or until Your **Annual Aggregate Limit** is exhausted; whichever comes first.
2. Your **Motor Insurance Policy** must be maintained, current and valid
3. The Insured **Policyholder** must match the name stated on Your **Motor Insurance Policy**.
4. In the event that any misrepresentation or concealment is made 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.
5. 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.
6. Other Insurance – if **You** were covered by any other insurance for the **Excess** payable following an Incident, which resulted in a valid claim under this policy, **We** will only pay **Our** proportionate share of the claim.
7. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. **We** will only give **You** cover that is described in this policy if **You** have complied with the terms and conditions under Your **Motor Insurance Policy** and all the terms and conditions of this insurance policy, as far as they apply.
9. If **You** make a claim under this policy that is found to be false or fraudulent in any way, the policy is void and any claim will not be paid.
10. This insurance is only valid if **You** are a permanent resident of the United Kingdom (England, Wales, Northern Ireland, Scotland, Channel Islands and the Isle of Man)
11. **You** and any **Named Driver** must have a current full and valid UK driving licence, or hold a full internationally recognised licence.
12. **We** have the right to approach any third party in relation to **your** claim.

## How to Make a Claim

**Your** claim will be handled on the insurers behalf by 2Gether Insurance Ltd. The process has been designed specifically to enable the process and handling of **Your** claim to be as quick and efficient as possible.

### Via Email

Please feel free to email support@drive-365.co.uk to inform us of your claim whereby a claim form shall be provided to you.

### Or

### By Phone

Please call on 01945 586222 to notify **Us** of **Your** claim. **You** will be sent a claim form to complete and will be asked to return it along with supporting documentation that will be specific to **You**.

Failure to follow these steps may delay or jeopardise the payment of **Your** claim.

## 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, **You** should address **Your** enquiry/complaint to :-

### 2Gether Insurance Ltd

4 Bridge Street  
Wisbech  
Cambridgeshire  
PE13 1AF

Please provide full details of **Your** policy and in particular **Your** policy/claim number to help **Your** enquiry to be dealt with speedily.

If **Your** complaint is not resolved **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (Ombudsman):-

The Financial Ombudsmans Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
0800 023 4567  
[Complaint.info@financial-ombudsman.org.uk](mailto:Complaint.info@financial-ombudsman.org.uk)

These procedures do not affect **Your** right to take legal action.

## Compensation Scheme

Most policies issued by Evolution Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk))

## Data Protection

**We** may store, use and process **Your** personal information in order to administer **Your** policy and provide **You** with **Our** services; identify other products and services that might be suitable for **You**; renew **Your** policy with **Us** and keep **Our** records about **You** up to date. **We** may also use this information to prevent and detect fraud and/or money laundering or similar activity.

Under the Data Protection Act 1998 **You** are entitled to a copy of the information **We** hold about **You** on request, upon payment of the relevant fee. Please let **Us** know if **You** think any information **We** hold about **You** is inaccurate so that **We** can correct it. The information **We** hold about **You** is confidential. **We** will only ever disclose it to another party with **Your** consent, for the purposes of contacting **You** about other products or services, if the law requires **Us** to disclose it and/or to **Our** agents providing services to **You**.

**We** may monitor and record phone calls to help maintain **Our** quality standards and for security purposes.