

# ➤ Excess Protection

How are you covered?



**Your Policy Document**

(Keep me somewhere safe)

**KwikFit** ➤  
INSURANCE

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## › Demands and Needs Statement

This Policy meets the demands and needs of a Kwik Fit Insurance Services (KFIS) 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.

Kwik Fit Insurance Services (KFIS) does not make personal recommendations as to the suitability of the **policy** to individual circumstances.

## › Insurer

Benefits under this **policy** are underwritten by Inter Partner Assistance, 10/11 Mary Street, Dublin 1, Ireland, an insurance

company registered with IFSRA. Inter Partner Assistance is a member company of the Global AXA Group.

## › What makes up this policy?

This **policy** and the **Cover Schedule** must be read together as they form **your** insurance contract.

## › Cooling off period

Kwik Fit Financial Services Ltd will refund in full **your** premium, if, within 14 days of purchasing this insurance you decide that it does not meet **your** needs providing that

**you** have not made a claim. After the 14 days **you** may cancel this insurance but no refund will be given.

# › 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** Certificate of Insurance or Confirmation of Coverage document

## **We/Us/Our**

Means Inter Partner Assistance, 10-11 Mary Street, Dublin 1, Ireland.

## **Excess**

Means the amount **you** must pay under the terms of **your motor insurance policy**.

## **Period of Insurance**

This **policy** runs along with **your** Kwik Fit **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**.

## **Cover Schedule**

This forms part of this Policy Document and contains the name of the Policy Holder and gives details of the cover provided by this **policy**.

## **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

## **Annual Aggregate Limit**

Means the **policy** will continue to respond for the period of cover or until your chosen level of cover is exhausted; whichever comes first. Once the Annual aggregate limit is exhausted no more claims will be paid and **you** are then liable for all and any future excess payments as defined in **your** main **motor insurance policy** for the remainder of this **period of insurance**.

## **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 have a current and valid UK driving licence, or hold a full internationally recognised licence.

## › Cover provided

1. Cover is provided for the **excess** that **you** would have been responsible for 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 under this **policy** per claim, is the **excess you** will have paid following a successful claim under **your motor insurance policy**. Only when the **excess** of the **motor insurance policy** is exceeded will this **excess protect policy** respond.
3. The maximum amount payable during the **policy** (the annual aggregate cover limit) is shown on your **cover schedule**. Coverage limits available:
  - a) £300 in any one policy period
  - b) £500 in any one policy period
  - c) £1,000 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 cover is exhausted; which ever comes first.

3. The insurance policies that **you** have must be a current and valid private car motor insurance policy that is provided by Kwik Fit Insurance.
4. The **policyholder** as stated on the certificate of insurance or confirmation of coverage document 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 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.
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 as shown on your cover schedule.
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 assured.

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

## ➤ 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.excess-protect.com/KFT/submit\\_claim.asp](http://www.excess-protect.com/KFT/submit_claim.asp)

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 Cover Schedule document.
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 Cover Schedule document.

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.  
Inter Partner Assistance Irish Branch,  
PO Box 57325,  
London E1W 1XX

or email:  
[customer.support@AXA-travel-insurance.com](mailto:customer.support@AXA-travel-insurance.com)

### 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

Or if the complaint is directly in relation to the Insurer:

Irish Financial Services Ombudsman  
3rd Floor Lincoln House  
Lincoln Place, Dublin 2

# › Compensation Scheme

Inter Partner Assistance is covered by the Irish Insurance Compensation Fund which may provide funds for liquidators so that they may pay the valid claims of insolvent insurers. **You** may be entitled to compensation from the fund if Inter Partner Assistance cannot meet its obligations, being up to 65% of the claim or €825,330 whichever is less. The Irish Insurance Compensation Fund provide funds for liquidators so that they may pay the valid claims of insolvent insurers. **You** may get more information about compensation fund arrangements from the Irish Financial Services Regulatory Authority.

# › Your Motor Vehicle Excess Protection Policy Wording

(Keep me somewhere safe)



Kwik Fit Insurance is an insurance intermediary authorised and regulated by the Financial Services Authority. For your protection calls may be recorded or monitored.

Registered in Scotland: 147319.  
Registered Office: 216 East Main Street, Broxburn EH52 5AS

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1 Masterton Way  
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