



**CAROLE NASH**

**The care it deserves**

**MOTOR EXCESS PROTECTION  
INSURANCE DOCUMENTS**

## CONTENTS

### **Excess Protection Policy Wording**

Definitions

Making a claim

### **Cover Provided**

What is not covered (Exclusions)

Conditions Applicable

### **Complaints Procedure**

### **Compensation Scheme**

### **Data Protection Act**

1

1

2

3

3

4

5

5

5

## EXCESS PROTECTION POLICY WORDING

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by and is part of the worldwide AXA Group. IPA's address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. 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).

This Insurance policy is governed by the laws of England and Wales.

This document sets out the terms and conditions of Your cover and it is important that You read it carefully. It explains what is covered and what is not covered. There are also exclusions and conditions that You must follow for the policy to work. The cover You hold is set out in the accompanying policy schedule.

You may cancel this insurance at any time 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.

### ASSOCIATED MOTOR POLICY

The motor policy effected by You at the same time as this contract.

### AXA ASSISTANCE (UK) LIMITED

The administrator of this policy, which is a member of the AXA Assistance Group. Their registered address is: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK.

### ANNUAL AGGREGATE LIMIT

Means the policy will continue to respond for the period of the cover or until Your chosen level of indemnity on the reimbursement is exhausted; which ever comes first. 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 main Motor Insurance Policy for the remainder of this period of insurance.

### BUSINESS USE CLASS 3 (BU3)

Means the insured and authorised drivers using the vehicle for business, to solicit orders, deliver pre-purchased goods. This includes sales representatives, consultants and agents and anyone else who uses the vehicle to travel from customer to customer for commercial business use.

### CAR/VEHICLE

Means a motor vehicle (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers and does not exceed 3.5 tonnes, of which You are the owner or which You are authorised to drive.

### POLICY 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.

### COMMERCIAL TRAVEL

Means commercial use by sales representatives who has sole use & responsibility for his own company motor.

### EXCESS

Means the amount You are responsible for/pay under the terms of Your Motor Insurance Policy.

### EVENT

Means each claim occurrence during the Period of Insurance.

### IMMINENT CLAIM

Means that You are aware and or were in the knowledge of a claim prior to the attachment date of this policy that was to be or had just been reported to Your main policy insurer.

### MOTORCYCLE

Means a motorcycle (also called a bike or motorbike) which is constructed with two-wheeled and powered by an engine of which You are the owner or which You are authorised to drive.

### MOTOR INSURER

Means an authorised Motor Insurer.

### MOTOR INSURANCE POLICY

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

### 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 as stated in Your Policy Document.

### TERRITORIAL LIMITS

UK: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### YOU/YOUR/INSURED PERSON

Means the person whose name appears at the top of Policy Schedule.

### YOUR VEHICLE

Any motor vehicle that You have given us details of and for which we have issued a certificate of motor insurance.

### VEHICLE INSURANCE (ALSO KNOWN AS AUTO INSURANCE, CAR INSURANCE, VEHICLE INSURANCE MOTOR INSURANCE OR MOTOR BIKE INSURANCE)

Is insurance purchased for vehicles. Its primary use is to provide protection against losses and or damage incurred as a result of traffic accidents and against liability that could be incurred in an accident.

### 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.

### WE/US/OUR

Means Inter Partner Assistance UK.

## MAKING A CLAIM

### CLAIM VIA THE INTERNET

Should You wish to claim under Your Vehicle Excess Protector Policy Insurance, You should go to [www.paymyexcess.com/carolenash](http://www.paymyexcess.com/carolenash)

You will be able to complete this claim form online.

Once You have received communication confirming Your claim number from AXA Assistance You should send the following;

- A copy of the acknowledgement letter received from AXA Assistance
- A copy of Your Excess Protector Policy Schedule
- 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 online with all the required supporting documentation to:

AXA Assistance UK Ltd Excess Claims  
PO Box 693  
Redhill  
RH1 9DL

If You do not have access to the internet and would like to claim via post:

Please call AXA Assistance on 01737 815977 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;

- A copy of Your Vehicle Excess Protector Policy Schedule
- 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 UK Ltd Excess Claims  
PO Box 693  
Redhill  
RH1 9DL

Should You need to call AXA Assistance please call 01737 815977 or email [excess@axa-assistance-claims.co.uk](mailto:excess@axa-assistance-claims.co.uk)

## 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, or vandalism.
2. The maximum amount payable under this policy, with the level of coverage is the amount You would have to pay, which is the first amount of any claim, shown in the schedule under own damage of Your Motor Insurance Policy. Only when the Excess of the current and valid Motor Insurance Policy is exceeded will this Excess Protect policy apply.
3. Coverage limit available
  - a) £500 in any one policy period
4. Please refer to the Policy Schedule for Your annual aggregate coverage limit.

## WHAT IS NOT COVERED (EXCLUSIONS)

1. Claims under a lower value than the value of the Excess of the main insurance policy.
2. Any claim on the main insurance policy which occurred prior to the attachment date of this Insurance as shown on Policy Schedule or You were in the knowledge that a claim was imminent.
3. Any claim notified to Us more than 31 days following the settlement of Your claim by Your main policy Insurer.
4. Any motor claim that involves Commercial Travel where You are not the sole user driver
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 your liability to pay the excess or has reimbursed the excess that you have paid.
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. Any Excess claim arising from glass repair or replacement.
10. Any losses caused by war, revolution or any similar event.
11. Any losses caused by:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
12. Any incident which occurred outside the Territorial Limits.

## 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 & commuting
- b) Personal Business Use By Policyholder/Named Driver(s)
- c) Personal Business Use by Policy Holder & Named Driver(s)
- d) Business use by Policy Holder/Named Driver excluding commercial travel (BU3)

### 2. 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.

### 3. 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.

### 4. REASONABLE PRECAUTIONS

You must take reasonable steps to safeguard against loss or additional exposure to loss.

### 5. FRAUDULENT CLAIMS

If You make a claim under this Policy that is false or fraudulent in any way, the Policy is void and any claim will not be paid.

## 6. THE EXCESS PROTECT POLICY

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.

## 7. AUTOMATIC TERMINATION OF COVER

All cover provided by this policy will cease immediately and on the same day as the associated motor policy is lapsed or it is cancelled or voidable in accordance with the terms of the associated motor policy for whatever reason and no refund will be made. This condition does not apply if an immediate replacement motorcycle policy is issued by Carole Nash Insurance.

## 8. THE POLICYHOLDER

The policyholder as stated on the Policy Schedule must match the lead name of the individual on the policy schedule for this policy to apply.

## 9. ONLY WHEN THE EXCESS

Only when the excess of the current and valid main insurance policy is exceeded and following the successful claim payment, will this Policy apply.

## 10. PENDING LOSSES

Must not be aware of any pending losses on Your vehicle which will give rise to a claim on this policy.

## 11. MISREPRESENTATION / CONCEALMENT

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.

## 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, Carole Nash Insurance Consultants Ltd, Trafalgar House, 110 Manchester Road, Altrincham, WA14 6NU, 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

Telephone: 0870 609 0023

Please provide full details of Your policy and in particular Your policy 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 Ombudsman's Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

These procedures do not affect your right to take legal action.

## COMPENSATION SCHEME

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

## DATA PROTECTION ACT

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 the 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, on 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 monitor and record phone calls to help maintain Our quality standards and for security purposes.



**Carole Nash Insurance Consultants Limited**

**UK:** Trafalgar House, 110 Manchester Road, Altrincham, Cheshire, WA14 1NU.  
Monday - Friday 8.00am - 8.00pm, Saturday 9.00am - 5.00pm, Sunday 10.00am - 4.00pm.  
Tel: 0800 298 5511 Fax: 0161 927 2404 Email: [bikes@carolenash.com](mailto:bikes@carolenash.com) Web: [www.carolenash.com](http://www.carolenash.com)