



Introduction

Thank you for choosing Vehicle Excess 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. This policy is designed specifically for authorised / Named Drivers as per the main Vehicle Excess Insurance Policy.

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.

INSURER

This policy is underwritten by Building Block Insurance PCC Limited ('BBI'). Building Block Insurance PCC Limited is authorised and regulated by Malta Financial Services Authority. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority, Financial services register reference number 616033. The nature and extent of consumer protections may differ from those firms in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. **WHAT MAKES UP THIS POLICY?**

This policy wording and the **Certificate of Insurance** must be read together as they form **Your** insurance contract.

INSURING CLAUSE

In consideration of payment of the 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 which the insurer agrees to accept a renewal premium.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) Supply accurate and complete answers to all the questions we or the administrator may ask as part of **Your** application for cover under the policy.
- b) To make sure that all information supplied as part of **Your** application for cover is true and correct
- c) Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

JURISDICTION AND LAW

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

COOLING OFF PERIOD

Your selling broker will refund **Your** premium in full if, within 14 days, **You** decide that it does not meet **Your** needs or that **You** do not 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**.

If **You** wish to request a cancellation then please contact **Your** selling broker from whom **You** purchased this policy

OUR RIGHT TO CANCEL

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the 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 the maximum amount payable in the **Period of Insurance** as shown in **Your Certificate of Insurance**.

“Business Use Class 3” means the **Insured Person** and any **Named Driver(s)** using the **Motor Vehicle** for business, to solicit orders or to deliver pre-purchased goods. This also includes anyone who uses the **Motor Vehicle** to travel from customer to customer on commercial business.

“Certificate of Insurance” this forms part of this policy document and contains the name of the **Policyholder** and gives details of the cover provided by this policy.

“Commercial Use” means the **Insured Person** and any **Named Driver(s)** using the **Motor Vehicle** as a taxi, minicab, limousine or driving school or being used for commercial use by sales representatives who have use and responsibility for their own company vehicle.

“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, pleasure and commuting use by the **Policyholder** and/or a **Named Driver(s)**; issued by an authorised and regulated **Motor Insurer** to **You** in respect of **Your Motor Vehicle**.

“Motor Insurer” means an authorised UK **Motor Insurer**.

“Motor Vehicle” means one of the following as declared on **Your Certificate of Insurance**

- a) PRIVATE MOTOR also called a car (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.
- a) 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.
- b) MOTORCYCLE (also called a motor bicycle or motorbike) which is constructed with two-wheels and powered by an engine

c) COMMERCIAL VEHICLE not exceeding an uploaded weight of 44 metric tonnes being used for transporting goods.

of which **You** are the owner or which **You** are authorised to drive.

“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 Certificate of Insurance**.

“Terrorism” means any 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 ethic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“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**.

“You/Your/Insured Person” means the person whose name appears at the top of **Your Certificate of Insurance**.

COVER PROVIDED

1. Cover is provided for the **Excess** that **You** are responsible for following the successful settlement of any loss, destruction or damage for **Your Motor Vehicle** 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 either partially at fault or not at fault if **Your Excess** is not recovered from the third party within 6 months from the of **Incident We** will reimburse any **Excess** payment for which **You** have been made liable up to the **Annual Aggregate Limit** insured 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 Certificate of Insurance**. 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
 - a) for **Commercial Use, Business Use Class 3** or hire and reward unless **Your Motor Vehicle** has been declared as a BUSINESS CAR, COMMERCIAL VEHICLE or a TAXI
 - b) for any purpose in connection with the motor trade
 - c) in any competition, trial, performance test, 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 Certificate of Insurance** 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.
9. Any claim arising from glass repair or replacement.
10. Any claim arising from breakdown or misfuel.
11. Any claim resulting from war and/or **Terrorism**.
12. Any claim resulting from:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

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 Person** must match the name of the individual 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 the **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** the 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, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
11. **You** and any **Named Driver(s)** 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 enquiries@2gi.co.uk to inform 2Gether Insurance Ltd of **Your** claim whereby a claim form shall be provided to **You**.

Or

By Phone

Please call on 01945 465508 to notify 2Gether Insurance Ltd 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:

For sales and administration complaints:

Please contact your selling broker.

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 about the handling of **Your** claim including any claim decision, please contact the **Claim Handler**:

2Gether Insurance Limited
Exchange Square
Wisbech
Cambridgeshire
PE13 1RA

If **You** are not satisfied with the complaint decision by the **Claim Handler** **You** have the right to refer **Your** complaint to the Financial Ombudsman Service and/or the Office for Arbitration for Financial Services. Full details are included in any complaint decision. Please note the **Claim Handler** act on behalf of the **Insurer**.

If **Your** complaint is about the **Policy** itself, please contact the **Insurer**:

Building Block Insurance PCC Limited

Vision Exchange Building
Triq it - Territorials Zone 1
Central Business District
Birkirkara
CBD 1070
Malta
Email: complaints@buildingblockpcc.com
Telephone: **0800 912 1464**

If **You** are not satisfied with the complaint decision issued by Building Block Insurance PCC Limited **You** have the right to refer your complaint to the Financial Ombudsman Service and/or the Office for Arbitration for Financial Services. Full details are included in any complaint decision.

The Financial Ombudsman Service

Exchange Tower
London
E14 9SR

Telephone: **0800 0234567** or **0300 1239123**

Web: www.financial-ombudsman.org.uk

Office of the Arbitration for Financial Services

1st Floor
St. Calcedonius Square
Floriana
FRN 1530
Malta

Email: complaint.info@financialarbiter.org.mt

Telephone: +356 21242945 (overseas call charges apply)

Web: www.financialarbiter.org.mt

COMPENSATION SCHEME

Building Block Insurance PCC Limited ('BBI') and 2Gether Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS).

Further information about the compensation scheme and FSCS arrangements is available from their Website www.fscs.org.uk

DATA PROTECTION

We will only collect and use **Your** personal data in the following circumstances.

Policy set up and management

We may collect and use **Your** name, identity and contact information, and personal information associated with **Your Vehicle** and its use for the purpose of deciding whether to enter and then performing the agreement between **Us** to provide **Your Policy**.

We may use automated decision making procedures to decide on the availability of an **Insurance Policy** and its terms. **You** may express **Your** views and request an individual review of an automated decision by contacting **Us** at review@buildingblockpcc.com.

We may share personal data collected for these purposes with the **Administrator** to manage the **Policy**. **We** may also share personal data collected for these purposes with third parties for identity and credit checking purposes and to identify potential fraud.

We will retain the personal data used to decide whether to enter a **Policy** for 6 years. **We** will retain the personal data used to manage and administer a **Policy** for the duration of the **Policy** plus 6 years.

Claims

If **You** make a claim under **Your Policy**, **We** will collect personal data relevant to the circumstances of the claim for the purpose of investigating and responding to the claim. **We** may share this personal data with the **Claim Handler** to manage the claim. **We** may use automated decision making procedures to decide claims. **We** will notify **You** if this occurs and give **You** an opportunity to express **Your** views and request an individual review of an automated decision. **We** may also share personal data collected for these purposes with other insurers, regulatory bodies and the police to investigate claims and prevent fraud. **We** will retain personal data collected in relation to a claim for 6 years from the conclusions of the claim.

Service information

We may use **Your** personal information to inform **You** of updates and changes to **Our** services. **We** will not share **Your** personal data with any third parties for marketing purposes without **Your** agreement.

Your personal data rights

We will keep **Your** personal data secure. **We** will not transfer your personal data outside the European Economic Area without first notifying you and informing you of the safeguards **We** will use to protect **Your** personal data. The most likely reason for such a transfer would be to assist the investigation of claim occurring outside the European Economic Area.

You have the right to have access a copy of the personal data **We** hold about **You**.

You have the right ask us to correct **Your** personal data if it is inaccurate or incomplete.

You have the right to ask **Us** to erase **Your** personal data. We will provide **You** with a written response to any such request, including any reasons why **We** do not agree to the request.

You have the right to stop us processing **Your** personal data in certain ways, e.g. for marketing purposes. If **We** do not agree to erase **Your** data because it might be needed for a future legal claim, **We** might instead agree to restrict its processing to these reasons alone.

You have the right to obtain a copy of **Your** personal data for **Your** own purposes and to move, copy or transfer it from one environment to another.

You have the right to object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, **You** damage or distress unless there is another legitimate reason for the processing.

You can exercise the above rights by contacting: review@buildingblockpcc.com

If **You** have any questions or concerns about how **We** handle **Your** personal data **You** should contact: review@buildingblockpcc.com

Please note **We** record telephone calls for training and evidentiary purposes.

FINANCIAL CRIME POLICY STATEMENT

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance** **We** may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the **Certificate of Insurance**. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.