

### INTRODUCTION

Thank **you** for choosing Motor Excess Protection Insurance.

It's important that **you** read this wording and **your policy schedule** to make sure that everything **you've** told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. Please make sure that **you** keep this policy wording and **your policy schedule** in a safe place in case **you** need to look at them later.

### About Total Loss

Motor Excess Insurance is arranged by Niche Box Group Ltd (FRN: 967691) and Strategic Insurance Services Ltd (FRN: 307133)

TotalLoss.co.uk is a trading name of Aequitas Automotive Limited, which has its registered address at Aequitas House, 56 Hamilton Square, Birkenhead, Wirral, CH41 5AS (Companies House Company Number: 07347606. Aequitas Automotive Limited is authorised and regulated by the Financial Conduct Authority (FRN: 821163).

### About the insurer

Motor Excess Insurance from TotalLoss.co.uk is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613. These details can be checked on the Financial Services Register by visiting [www.fca.org.uk](http://www.fca.org.uk)

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

### CONSUMER INSURANCE ACT

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- Supply accurate and complete answers to all the questions **we** or the selling broker may ask as part of **your** application for cover under the policy.
- To make sure that all information supplied as part of **your** application for cover is true and correct.
- 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.

### COOLING OFF PERIOD

**You** have the right to cancel this policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **you** any premium **you** have paid to **us**. **You** can cancel this policy after 14 days, but **we** will not give **you** back any premium.

To cancel this policy please contact the broker who sold it to **you**.

You can contact the broker using the details below:

Aequitas Automotive Limited Aequitas House, 56 Hamilton Square, Birkenhead CH41 5AS

Telephone: 0800 195 4926 or 0151 647 7556

Email: [customerservices@aequitas-automotive.co.uk](mailto:customerservices@aequitas-automotive.co.uk)

### 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.

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## 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 this policy.

<b>Annual Claim Limit</b>	The most <b>we</b> will pay in the <b>period of insurance</b> as shown in <b>your policy schedule</b> .
<b>Business Use Class 3</b>	<b>You</b> and any <b>named driver(s)</b> using the <b>motor vehicle</b> for business or to deliver pre-purchased goods. This also includes anyone who uses the <b>motor vehicle</b> to travel from customer to customer on commercial business.
<b>Commercial Use</b>	<b>You</b> and any <b>named driver(s)</b> using the <b>motor vehicle</b> as a taxi, minicab, limousine or driving school or being used for <b>commercial use</b> by sales representatives who have use and responsibility for their own company vehicle.
<b>Excess</b>	The amount <b>you</b> must pay under the terms of <b>your motor insurance policy</b> .
<b>Imminent Claim</b>	An <b>incident</b> that could give rise to a claim under this policy that <b>you</b> are or were aware of before the start date of this policy that was to be or had just been reported under <b>your motor insurance policy</b> .
<b>Incident</b>	A claim under <b>your motor insurance policy</b> during the <b>period of insurance</b> .
<b>Motor Insurance Policy</b>	The insurance policy issued by a <b>motor insurer</b> that covers <b>your motor vehicle</b> for social, domestic, pleasure, commuting, <b>commercial use</b> , or business use up to <b>business use class 3</b> .
<b>Motor Insurer</b>	An authorised UK motor insurer.
<b>Motor Vehicle</b>	Means one of the following as detailed on <b>your policy schedule</b> :  <ul style="list-style-type: none"><li>a) PRIVATE 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.</li><li>b) 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.</li><li>c) MOTORCYCLE which is constructed with two wheels and powered by an engine.</li><li>d) COMMERCIAL VEHICLE not exceeding 44 metric tonnes being used for transporting goods and/or people.</li></ul> of which you are the owner or which you are authorised to drive.
<b>Named Driver(s)</b>	The people allowed to drive <b>your motor vehicle</b> under the terms of <b>your motor insurance policy</b> .
<b>Period of Insurance</b>	The period stated in <b>your policy schedule</b> that this policy is in force for.
<b>Policy Schedule</b>	The separate document <b>we</b> send <b>you</b> that includes details about <b>you</b> and what <b>you</b> are covered for.
<b>Waiting Period</b>	The first 14 days of this policy. The <b>waiting period</b> will not apply if this policy is a renewal of an existing Motor Excess insurance policy with Aequitas Automotive Limited, or has been purchased within 14 days of the <b>Motor Insurance Policy</b> or additional policy from Aequitas Automotive Limited.
<b>Waived or Reimbursed</b>	Where a third party has already paid the <b>excess</b> shown in <b>your motor insurance policy</b> .
<b>We/Us/Our/Insurer</b>	Collinson Insurance.
<b>You/Your/Insured Person</b>	The person named in the <b>policy schedule</b> and the <b>motor insurance policy</b> .

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## WHAT IS COVERED

1. This policy covers the **excess** amount that **you** have to pay for any successful claims made for damage, destruction, or loss of **your motor vehicle** under **your motor insurance policy**. The claims can be for accidents, fire, theft, or vandalism. If the accident was **your** fault, the claim will be settled when the claim handler receives the settlement letter from **your motor insurer**, proof of **your excess** payment and a copy of **your motor insurance policy schedule**. If **you** are partially or not at fault and **your excess** amount is not recovered from the other party within six months of the incident date, **we** will reimburse the **excess** payment **you** made, up to the **annual claim limit** stated in **your policy schedule**.
2. This policy only comes into effect when the **excess** amount of **your motor insurance policy** has been exceeded and a successful claim payment has been made.
3. The most **we** will pay under this policy is the **annual claim limit** stated in **your policy schedule**. Once this limit is reached, the policy is automatically cancelled, and **you** will be responsible for paying all future **excess** amounts as shown in **your motor insurance policy**.

## WHAT IS NOT COVERED (EXCLUSIONS)

1. Any claim that the **motor insurance policy** does not accept or where the **excess** is not exceeded.
2. Any claim that is refused under **your motor insurance policy**.
3. Any claim unless relating to **your motor vehicle** as detailed in **your policy schedule**.
4. Any incident that occurs during the **waiting period**.
5. 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 Taxi.
  - b) 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.
  - c) For any purpose in connection with the motor trade.
6. Any claim under **your motor insurance policy** which happened before the **period of insurance** that **you** were aware was an **imminent claim**.
7. Any claim notified to **us** more than 31 days following the successful settlement of **your** claim under the **motor insurance policy**.
8. Any contribution or deduction from the settlement of **your** claim against the **motor insurance policy** other than the stated policy **excess** for which **you** have been made liable.
9. Any claim that has been **waived or reimbursed**.
10. Any liability that **you** accept by agreement or contract unless **you** would have been liable anyway.
11. Any claim arising from glass repair or replacement.
12. Any claim arising from breakdown or mis-fuel.
13. Any claim resulting from war and/or terrorism.
14. Any claim resulting from:
  - Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel.
  - 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 remain in effect for the **period of insurance** or until the **annual claim limit** is exhausted; whichever comes first.
2. **Your motor insurance policy** must be maintained, current and valid.
3. The **insured person** stated on the **policy schedule** must match the **insured person** on the **motor insurance policy**.
4. 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.
5. 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.
6. **You** and any **named drivers** must take reasonable steps to safeguard against loss or additional exposure to loss.
7. **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.

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8. All **named drivers** must have a current and valid UK driving license or hold a full internationally recognised license.
9. This insurance is only valid if **you** are a permanent resident of the United Kingdom (England, Scotland, Wales and Northern Ireland), Channel Islands or the Isle of Man.
10. **We** have the right to approach any third party in relation to **your** claim.
11. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

## HOW TO MAKE A CLAIM

Your **Motor Excess Protection** claim will be handled on the **insurer's** behalf by Davies Group Limited.

Please report your **Motor Excess Protection** claim within 31 days of the successful settlement of your motor insurance claim.

To make a **Motor Excess Protection** claim, go to:

<https://excessprotectionclaims.davies-group.com>.

It's the fastest and easiest way to submit **your** claim. If **you** don't have internet access, call **us** on 0344 856 2359 to inform **us** about **your** claim.

## CANCELLATION BY US

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance policy 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) Where **we** reasonably suspect fraud.
- b) Non-payment of premium.
- c) Threatening and abusive behaviour.
- d) Non-compliance with policy terms and conditions.
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

## FRAUD

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept your proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hides a fact likely to influence the cover **we** provide.
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

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## COMPLAINTS PROCEDURE

We always strive to provide excellent service. However, if **you** have a complaint, please follow these steps.

1. If **your** complaint is about the sale of **your** policy, contact the broker who sold **you** the policy.
2. If **your** complaint is about a claim **you** made, contact Davies Group:
  - Email: [customer.care@davies-group.com](mailto:customer.care@davies-group.com)
  - Tel: 0344 856 2015

We will respond to **your** complaint within four weeks of receiving it. Our response will be our final decision based on the information provided. If there's a delay in our investigations, we'll explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service  
Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR  
Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Following this complaints procedure does not stop **you** from taking legal action.

## COMPENSATION SCHEME

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0207 741 4100.

## DATA PROTECTION

### How We Use the Information About You

As a data controller, we collect and process information about **you** so that we can provide **you** with the products and services **you** have requested. We also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to **you**.
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service **your** policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect our legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share your information with anyone else unless **you** agree to this, or we are required to do this by our regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information we have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by us

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and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting <https://cifas.org.uk/fpn> and <https://insurancefraudbureau.org/privacy-policy>.

## Processing your data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with **us**.
- Is in the public or **your** vital interest: or.
- For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

## How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

**We** also have security measures in place in **our** offices to protect the information that **you** have given **us**.

## How you can access your information and correct anything which is wrong.

**You** have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information, please contact **us** by email or letter as shown below:

Email address: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)

Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

**We** want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk>.