

Excess Assist

Terms And Conditions

This Policy is underwritten by Astrenska Insurance Limited. Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

This Policy is administered by Auxillis Limited which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR.

Payment of the Excess Assist Premium must be paid before cover is provided.



Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear.

Claim Limit

The total amount of cover available under this Policy is £3,000 per Period of Insurance.

Excess

The amount You must pay in the event of a claim under the terms of Your Motor Insurance Policy.

Insurance by smart

The insurance intermediary who is authorised to sell this Policy to the Policyholder on behalf of Us and the Underwriters.

Motor Insurer

The authorised UK Insurer providing cover for Your Motor Insurance Policy and arranged by Insurance by smart.

Motor Vehicle

The Motor Vehicle shown on the schedule of insurance attached to this Policy and insured through Insurance by smart that is covered under the current Motor Insurance Policy, and for which a Premium has been paid for Excess Assist cover.

Motor Insurance Policy

The insurance policy issued on behalf of a Motor Insurer to You in respect of Your Motor Vehicle.

Premium

The payment which needs to be made to Insurance by smart by You to get the benefit of this Policy, except that We or Insurance by smart may, at Our/their absolute discretion, waive Your need to pay.

Period of Insurance

The period of the Motor Insurance Policy which runs alongside this Policy and does not exceed 12 months.

Territorial Limits

Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other Country which is a member of the European Union, Norway, Switzerland, Iceland, Andorra and Liechtenstein.

Third Party

This is anyone other than You.

Underwriter

Astrenska Insurance Limited.

We/Us/Our



Astrenska Insurance Limited.

You/Your/Policyholder

The person who has taken out the policy.

Cover

Who is Covered?

The Policyholder must be a permanent resident in the United Kingdom (England, Wales, Scotland and Northern Ireland) and have a current and valid driving licence.

What is Covered?

The Motor Vehicle shown on the schedule of insurance attached to this Policy which is owned or leased by You and specified in Your underlying Motor Insurance Policy being used within the Territorial Limits.

How to Make a Claim

Your claim will be handled by Auxillis Limited. To report Your claim please contact 0344 493 3231 within 31 days of settlement of Your claim by Your Motor Insurer. You will be asked to provide proof of Your Excess payment when You make a claim. This may be a receipt for Your Excess or a letter from Your Motor Insurer confirming an Excess payment has been made.

Conditions

1. Excess Assist will continue for the Period Of Insurance or until the Claim Limit has been reached.
2. The Motor Insurance Policy that You have must be current, provided by a Motor Insurer and arranged through Insurance by smart.
3. The Policyholders name must match the lead name of the individual on the Motor Insurance Policy.
4. Consumer Insurance Act - In deciding to accept this Policy and in setting the terms and Premium, We have relied on the information You have given Us. You must take care when answering any questions We ask by ensuring that all information provided is accurate and complete.

If We establish that You deliberately or recklessly provided Us with false or misleading information We will treat this Policy as if it never existed and decline all claims.



If We establish that You carelessly provided Us with false or misleading information it could adversely affect Your Policy and any claim. For example, We may:

- treat this Policy as if it had never existed and refuse to pay all claims and return the Premium paid. We will only do this if We provided You with insurance cover which We would not otherwise have offered;
 - amend the terms of Your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness;
 - reduce the amount We pay on a claim in the proportion the Premium You have paid bears to the Premium We would have charged You; or
 - cancel Your Policy in accordance with the Right to cancel condition (refer to the 'Cancellation by Us' section).
5. Right of recovery - We can take proceedings in Your name but at Our expense to recover any amounts We have paid on a claim.
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 a proportionate share of the claim.
7. 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.

If You make a fraudulent claim under this insurance contract, the Insurer:

- a) Is not liable to pay the claim; and
- b) May recover from You any sums paid by the Insurer at or after the time of the fraudulent act; and
- c) May advise You that the contract has been terminated with effect from the time of the fraudulent act.

If the Insurer exercises its right under clause (7)(c) above:

- a) The Insurer shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- b) The Insurer need not return any of the Premiums You have paid.



Exclusions

1. Any claim where the Excess on Your Motor Insurance Policy is not exceeded.
2. Any Excess that has been paid on the Motor Insurance Policy for any claim for glass repair, or glass replacement.
3. Claims that take place outside the Period of Insurance.
4. Any claim notified to Us more than 31 days following the settlement of Your claim by Your Motor Insurer.
5. Any other claim costs apart from the Excess.
6. Where the Excess has already been or will be recovered from a Third Party.
7. Any liability You accept by agreement or contract, unless You would have been liable anyway.
8. Any claim that is refused by Your Motor Insurer to whom You are claiming.
9. This Policy is only active when running alongside Your current Motor Insurance Policy.
10. Any claim where the incident took place outside of the Territorial Limits.
11. Any claim resulting from:
 - a) Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.
 - c) Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority.
 - d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
 - e) War and/or terrorism.

Governing Law & Language

This insurance shall be governed by and construed in accordance with English Law unless We agree otherwise. The courts of England and Wales alone shall have jurisdiction in any disputes. All communication is to be conducted in English.

Cancellation by You

You may cancel this Policy and receive a full refund if You inform Us within 14 days of buying the Policy or receiving Your Policy documents (whichever is later) as long as no claims have been made.



Should You cancel outside the 14 day cancellation period, no refund of Premium will be given.

Please contact Insurance by smart on 03450 40 20 91 or
email customerservice@insurancebysmart.co.uk.

Cancellation by Us

Your Policy may be cancelled by Us in the event of:

- You making a claim of a fraudulent or false nature. In these circumstances there will be no return of Premium and your Policy will be cancelled from the date of the fraudulent act.
- Your Motor Insurance Policy arranged through Insurance by smart is cancelled.

How to Make a Complaint

If You wish to make a complaint please contact the Quality & Support Department first by calling 0800 953 7122 or write to the Quality & Support Department, Auxillis Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

We will contact You within five days of receiving Your complaint to inform You of what action We are taking. We will try to resolve the problem and give You an answer within four weeks. If it will take Us longer than four weeks We will tell You when You can expect an answer. If Your complaint cannot be resolved within 8 weeks, or if You remain unhappy with the final response You have received You may refer Your complaint to the Financial Ombudsman Service free of charge within six months of receiving the final response letter.

The Financial Ombudsman Service can be contacted at: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 0800 0 234 567 - free for people phoning from a "fixed line" (for example, a landline at home) or 0300 123 9 123 - free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email complaint.info@financial-ombudsman.org.uk or go online www.fos.org.uk.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim costs. You can get more information about the compensation scheme arrangements from the FSCS. The contact information is:

The FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100.

Email: enquiries@fscs.org.uk

Whole Agreement

This Policy contains the entire agreement between You and any Insured Person claiming under it and the Underwriter and no other representation or warranty by the Insured Person or Us or their authorised representatives or any third party shall have any contractual effect unless agreed by all parties in writing.



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Financial Services number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk. Astrenska Insurance Limited is registered in England and Wales under number 1708613.

Privacy and data protection notice

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); and,
- Detect, investigate and prevent activities which may be illegal or could result in Your Policy being cancelled or treated as if it never existed.

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 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.

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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.

Processing Your data

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

- Necessary for the performance of the contract that We have with You;
- 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:

Sussex House

Perrymount Road

Haywards Heath

Sussex RH16 1DN

Email: data.protection@collinsongroup.com

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/>

Marketing

Neither Astrenska Insurance Limited nor Auxillis Limited will use Your data for marketing purposes. All information provided is used to manage Your insurance Policy only.

Call Recording

Auxillis Limited who will act on behalf of Astrenska Insurance Limited in connection with the Policy and its administration may monitor and record calls and may share Your

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information with its associated and subsidiary companies (or the holding company of any of them).