

QUESTOR INSURANCE

UNEXPECTEDLY PERSONAL

MOTOR EXCESS PROTECTION POLICY DOCUMENT



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Section 1 - Introduction

Welcome to your Motor Excess Protection Insurance Policy Document from Questor Insurance.

This insurance is designed to provide **you** with cover for reimbursement of any **excess** for which **you** are responsible under **your motor insurance policy**, following a claim arising under such policy due to accidental damage, fire, theft or vandalism of/to **your vehicle** and where the claim on **your motor insurance policy** is greater than the **excess** and a successful recovery has been made on that policy. The limit shown on your **certificate of insurance** is that maximum that can be claimed in the **period of insurance**.

Please take time to read the [Important Information](#) section of this Policy Document. It tells you about things **you** need to check and the actions **you** need to take. It also contains details of the **period of insurance**.

This insurance was arranged by the **Administrator** who is responsible for issuing the policy on behalf of the **insurer**. The **insurer** (referred to as "**we**", "**us**" or "**our**" in this Policy Document) is Fortegra Europe Insurance Company Ltd (Malta company registration number C 84703), Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta, who is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business, is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, and is deemed authorised by the Prudential Regulation Authority. Fortegra Europe Insurance Company Ltd is subject to regulation by the Financial Conduct Authority under reference number 805770, and is subject to limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows European Economic Area ("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. Annual reports on **our** solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

If **you** need to contact the **insurer**, please do so through Questor Insurance, trading name for Riverside Underwriting Limited as follows:

Managing Director
Riverside Underwriting Limited
Third Floor Riverside House
Maidstone Kent
United Kingdom
ME14 1JH

Opening Hours: Mon - Fri 9AM - 5PM
Telephone: 0333 323 0090
International Telephone: +44 (0)333 323 0090
UK Call Centre: 0333 323 0090
Email Us: assistance@questor-insurance.co.uk

We do not have a direct or indirect holding in the **administrator** and neither does the **administrator** have a direct or indirect holding in **us**.

Neither **we** nor the **administrator** provide advice or a personal recommendation about the suitability of this policy. It is **your** responsibility to ensure the policy meets **your** needs.

This policy is purchased as an annual insurance policy.

Some words and phrases in this Policy Document and on **your certificate of insurance** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in **bold**. They are all listed and explained in the [Definitions](#) section which can be found at the end of this Policy Document.

All insurance documents and all communications with **you** about this policy will be in English. If **you** have any disability that makes communication difficult, please tell **us** and **we** will be happy to help. Please contact the **administrator** if **you** need any documents to be made available in large print and/or in audio format.

How to make a Claim

To make a claim, please complete the online claim form on <https://claim.orchard-administration.co.uk>.
Alternatively

Claims Manager
Orchard Administration Limited
Third Floor Riverside House
Maidstone Kent
United Kingdom
ME14 1JH

Opening Hours: Mon - Fri 9AM - 5PM
Telephone: 0333 323 0095
International Telephone: +44 1622 391 708
Email Us: assistance@orchard-administration.co.uk

The Insurance Contract

This Policy Document and **your certificate of insurance** are **your** insurance documents and together they make up the contract between **you** and **us**. It is important that **you** read this Policy Document carefully along with **your certificate of insurance** so **you** can be sure of the cover provided and to check that it meets **your** needs.

This Policy Document and **your certificate of insurance** are issued to **you** by Riverside Underwriting Limited trading as Questor Insurance. In exchange for **your** payment of the premium referenced in **your Certificate of Insurance**, **you** are insured in accordance with the terms and conditions contained in these documents (and any amendments made to them) for the duration of **your** policy.



Signed by Andrew Lawrence
Authorised signatory of Riverside Underwriting Limited.

Section 2 – Important Information

It is important that **you**:

1. Check **your certificate of insurance** to ensure the details are correct and the cover is as **you** requested.
2. Check that **you** are eligible for this insurance (see [Eligibility](#) below)
3. Check that the information **you** have given **us** is accurate (see [Disclosure of Important Information](#)).
4. Ensure that **you** check the exclusions (see [What is Covered](#) below) and that the policy meets **your** needs.
5. Notify the **administrator** as soon as possible of any inaccuracies on **your certificate of insurance**, or if **you** are not eligible for the insurance; and
6. Comply with any duties detailed under each section of the Policy Document.

Conditions

There are conditions which apply to the whole of this insurance and full details of these can be found in the [General Conditions](#) section of this Policy Document. There are also conditions which relate specifically to making a claim, and these can be found in the [Making a Claim](#) section.

In these sections **you** will find conditions that **you** need to meet. If **you** do not meet these conditions, **we** may reject a claim payment, or a claim payment could be reduced. In some circumstances, **your** policy may be cancelled.

Eligibility

When **you** applied for this insurance, **we** asked **you** to confirm that **you** were eligible for cover. The eligibility requirements are as follows:

- At the time of purchase of this policy, **you** are a **permanent resident** in one of the following countries: Gibraltar, Channel Islands, Isle of Man or the United Kingdom (England, Scotland, Wales and Northern Ireland).
- **You** must have a current full and valid UK driving licence or hold a full internationally recognised licence. This also applies to any **Named Driver(s)**.
- **Your vehicle** must be either:
 - A motor vehicle, also called a car, (not being an invalid carriage) used for **your** own private purposes which is constructed for the carriage of passengers and their belongings and is adapted to carry no more than seven passengers; or
 - A motor vehicle used for commercial purposes not exceeding an uploaded weight of 3.5 tonnes. However, the **vehicle** cannot be used as a taxi, minicab, limousine or driving school, or any other purpose for hire and reward; or
 - A motorcycle, also called a motor bicycle or motorbike, which is constructed with two-wheels and powered by an engine.
- **You** or anyone in **your** household is the **registered keeper** of the **vehicle**.
- The **vehicle** must predominantly reside in the UK and be kept at your permanent address.

We will not provide any cover if these eligibility requirements are not met at the start date of **your** policy on **your Certificate of Insurance**. Please contact the **administrator** as soon as possible if these eligibility requirements cannot be met, if a change in circumstances means that these eligibility requirements are no longer met or if **you** have any queries. Their contact details are on page 2 of this Policy Document.

Disclosure of Important Information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us** via the **administrator**. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy. If the information provided by **you** is not complete and accurate, **we**:

- May cancel **your** policy and refuse to pay any claim, or
- May not pay any claim in full, or
- May revise the premium, and
- The extent of the cover may be affected.

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact the **administrator** as soon as possible.

Section 3 – What is Covered

Policy Limits:

The most **we** will pay **you** in total for all claims during **your period of insurance** is the **limit** shown on **your Certificate of Insurance**. Once the **limit** is exhausted **we** will not reimburse **you** for any further excess payments under **your motor insurance policy**.

Cover is provided for the **excess** that **you** are responsible for under **your motor insurance policy** following a successful claim arising under such policy due to accidental damage, fire, theft, or vandalism of/to **your vehicle**.

Where **you** or a **Named Driver** were at fault for the incident giving rise to the claim under **your motor insurance policy**, **your** claim under this policy will be settled when **we** are in receipt of the settlement letter from **your** motor insurer.

Where **you** or a **Named Driver** have been deemed either partially at fault or not at fault for the incident giving rise to the claim under **your motor insurance policy**, **we** will reimburse any **excess** payment for which **you** have been made liable if **your excess** is not recovered from the third party within six (6) months from the date of the incident.

Cover under this policy is only provided when the **excess** under **your motor insurance policy** is exceeded and following the successful payment of a claim under **your motor insurance policy**.

Section 4 – What is not Covered

We will not pay any claim:

1. If **you** do not meet the [eligibility requirements](#) for this policy.
2. If **your** claim under **your motor insurance policy** is refused or if the **excess** under **your motor insurance policy** is not exceeded.
3. Where **your vehicle** is being used:-
 - a. as a taxi, minicab, limousine or driving school, or any other purpose for hire and reward
 - 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. In relation to a claim under **your motor insurance policy** where the incident giving rise to such claim occurred prior to the start of the **period of insurance** as shown on **your Certificate of Insurance** or that **you** were aware was an **imminent claim**.
5. For any contribution or deduction from the settlement of **your** claim under **your motor insurance policy** other than the stated **excess** for which **you** have been made liable.
6. Where the **excess** under **your motor insurance policy** has been **waived or reimbursed**.
7. Relating to any liability **you** accept by agreement or contract unless **you** would have been liable anyway.
8. If the claim under **your motor insurance policy** was for glass repair or replacement.
9. Where damage to **your vehicle** has arisen during any routine servicing or repair of the **vehicle**.
10. Where damage to **your vehicle** has been caused by or arisen from wilful neglect, abuse, wilful damage or malicious damage, including deliberate acts by **you** or any **Named Driver(s)**.
11. Arising directly or indirectly from:
 - a. **War** or acts of **terrorism**
 - b. An insured person engaging in **active war**
 - c. **Nuclear Risks**

Section 5 – General Conditions

1. **Your motor insurance policy** must be maintained, current and valid, throughout the **period of insurance**.

2. The policyholder under this policy must match the name of the individual stated on **your motor insurance policy**.
3. 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.
4. **You** must give **us** any assistance **we** require to recover **our** losses.
5. Other Insurance - If **your excess** is covered by any other insurance **we** will only pay **our** proportionate share of the claim.
6. **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.
7. **We** have the right to approach any third party in relation to **your** claim.

Section 6 – Making a Claim

Who to Contact?

To make a claim, please complete the online claim form at <https://claim.orchard-administration.co.uk>.
Alternatively

Claims Team
Orchard Administration Limited
Third Floor Riverside House
Maidstone Kent
United Kingdom
ME14 1JH

Opening Hours: Mon - Fri 9AM - 5PM
Telephone: 0333 323 0095
International Telephone: +44 1622 391 708
Email Us: assistance@orchard-administration.co.uk

Things you Must Do

You must comply with the following conditions. If **you** fail to do so and this affects the ability of the **claims administrator** to fully assess **your** claim or keep our losses to a minimum, **we** may not pay **your** claim or any payment could be reduced:

1. All claims must be reported to the **claims administrator** as soon as possible but in any event, within thirty (30) days of **you** becoming aware of an incident.
2. **You** must complete a claim form (in full) and provide at **your** own expense, any information and assistance which the **claims administrator** requires in establishing the amount of any payment under this insurance.

You must provide any receipts or documents that the **claims administrator** may request.

For all claims, **you** will need to provide the **claims administrator** with:

- a) A copy of the schedule that attaches to the **motor insurance policy** showing the **excess** applicable and the persons covered under **your motor insurance policy**, and
- b) A copy of the settlement letter from **your** motor insurer, which must state the amount settled and the **excess** deducted.

Other Insurance

If, at the time of a valid claim under this policy, there is another insurance policy in force which covers **you** for the same loss or expense, **we** may seek a recovery of some or all of **our** costs from the other insurer. **You** must give **us** any help or information **we** may need to assist **us** with **our** loss recoveries.

Claims Handling and our Right of Recovery

We are entitled to take over, defend or settle any claim under this policy in the name of **you** or any other person covered by this policy and **we** are entitled to take legal action in any such name to recover any payments **we** make.

Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep premium rates down so that **you** do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent, deliberately exaggerated, or is intended to mislead, or if any deliberately misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this insurance, **your** right to any benefit under this insurance will end, **your** policy will be cancelled without any premium refund, and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or deliberately misleading claim. **We** may also inform the police.

To prevent fraud, **insurers** sometimes share information. Details about **your** insurance application and any claim **you** make may be exchanged between **insurers**.

Section 7 – Cancellation of the Policy

Your Cancellation Rights

1. **You** can cancel **your** policy before the start date, or within fourteen (14) days of buying **your** policy provided **you** have not made a claim, and **we** will allow a full refund of the premium **you** have paid.
2. **You** can cancel **your** policy at any other time but there will be no refund.
3. Please contact the **administrator** if **you** wish to cancel **your** policy.

The Insurers' Cancellation Rights

We reserve the right to cancel this policy immediately if **you** commit fraud and there will be no refund of the premium **you** have paid. If **we** cancel **your** policy, the **administrator** will do so in writing to the most recent address **we** have for **you**.

Section 8 – Renewing your Policy

The **administrator** will contact **you** one month before **your** current **period of insurance** ends to ask whether **you** wish to renew **your** policy unless **you** elect to automatically renew **your** policy. The **administrator** will also tell **you** about any changes to the premium and/or the policy terms and conditions.

If **you** wish to renew **your** policy, **you** will be issued with a new **Certificate of Insurance** and Policy Document.

If any of **your** personal details have changed, please tell the **administrator**. Their contact details are shown on page 2 of this Policy Document.

The **insurer** reserves the right not to renew or to invite renewal of **your** policy. If so the **administrator** will inform **you** in writing to the most recent address that **we** have for **you**.

Section 9 – How to make a Complaint

Any complaint should be addressed to:

Managing Director
Riverside Underwriting Limited
Third Floor Riverside House
Maidstone Kent
United Kingdom
ME14 1JH

Opening Hours: Mon - Fri 9AM - 5PM
Telephone: 0333 323 0090
International Telephone: +44 (0)333 323 0090
UK Call Centre: 0333 323 0090
Email Us: CRT@riverside-underwriting.co.uk

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. The **administrator** will aim to resolve **your** complaint within eight (8) weeks from first notification of **your** complaint. If the **administrator** cannot resolve **your** complaint within eight (8) weeks, the **administrator** will notify **you** in writing to confirm the reasons why and **your** rights to refer **your** complaint to The Financial Ombudsman Service:

- by submitting **your** complaint online – please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR.

IMPORTANT: The Financial Ombudsman Service will expect **you** to have followed the above procedure before they accept **your** case.

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action in accordance with **your** contractual rights.

Section 10 – Legal, Regulatory and Other Information

Financial Services Compensation Scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company Ltd cannot meet its liabilities under this policy. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk.

The FSCS can be contacted

- Online by completing the form on the FSCS website www.fscs.org.uk/contact-us/ or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/

Data Protection Notice

Data Protection

Fortegra Europe Insurance Company Ltd (the Data Controller) is committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which **we** process **your** personal data.

How We Use Your Personal Data

We may use the personal data **we** hold about **you** for the purposes of performing **your** contract of insurance, this includes providing insurance that **you** request of **us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal and regulatory obligations.

Disclosure of Your Personal Data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer **your** personal data to destinations outside the UK or the EEA. Where **we** transfer **your** personal data outside of the UK or the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **your** data, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the policy, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** require more information or have any questions concerning **our** use of **your** personal data, **our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data

Protection Officer, Fortegra Europe Insurance Company Ltd, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com.

Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **you** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him to or if the contract confers a benefit upon him. However, the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.

Safeguarding your Premium and Claim Payments

All premium payments from **you** and due to **us** for this policy will be held by the **administrator** on **our** behalf. The **administrator** will also hold any premium refund that is due to **you** from **us**. Any claim payments that are due to **you** from **us** will be paid to **you** by the **claim administrator**.

In these capacities, the **administrator** is acting as **our** agent. This means that once a premium is paid to the **administrator** it is deemed to have been received by **us** and that all claim payments and premium refunds are not deemed to have been paid until **you** have actually received them.

Law and Jurisdiction

Unless specifically agreed to the contrary, this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Regulatory Details

Fortegra Europe Insurance Company Ltd (Malta company registration number C 84703), Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta, is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business, is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, and is deemed authorised by the Prudential Regulation Authority. Fortegra Europe Insurance Company Ltd is subject to regulation by the Financial Conduct Authority under reference number 805770 and is subject to limited regulation by the Prudential Regulation Authority.

The nature and extent of consumer protections may differ from those for firms based 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. Annual reports on **our** solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

The **administrator**, Riverside Underwriting Limited, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 466942. These registration details can be checked on the UK's Financial Conduct Authority's Financial Services Register.

Section 11 – Definitions

Whenever the following words or expressions appear in **bold** in this Policy Document, they have the meaning given below.

“Active War” - Active participation in a **war** where an insured person is deemed under English Law to be under instruction from, or employed by, the armed forces of any country.

“Administrator” - The company who administers this insurance. This is Riverside Underwriting Limited, Third Floor, Riverside House, 40-46 High Street, Maidstone, ME14 1JH United Kingdom.

“Certificate of Insurance” - The document that names **you** as the policyholder and sets out what this policy covers **you** for. **Your Certificate of Insurance** will be updated and replaced whenever **you** make any changes to the policy.

“Claims administrator” - The company who will handle any claims on **our** behalf. This is Orchard Administration Limited.

“Excess” - 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 aware or were aware of prior to the start date of this policy that was to be, or had just been, reported under **your motor insurance policy**.

“Motor insurance policy” – Means the insurance policy issued by an authorised and regulated UK motor insurer to **you** in respect of **your vehicle**.

“Named Driver(s)” Means drivers in addition to **you** who are permitted to drive under the terms of **your motor insurance policy**.

“Nuclear Risks” - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

“Period of insurance” - The period for which this insurance is valid as stated in **your certificate of insurance**.

“Permanent resident” – The country where **you** are ordinarily permanently resident, pay tax or are registered with a Medical Practitioner.

“Registered Keeper” – the registered keeper is the person who looks after the **vehicle**. That means they pay for road tax, MOT and any services.

“Terrorism” - An act including, but not limited to, the use or threat of force and/or violence 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Vehicle” – Means the motor vehicle insured under **your motor insurance policy** which **you** own or which **you** are authorised to drive.

“Waived or reimbursed” – A third party has already made good the **excess** shown in the schedule of **your motor insurance policy**.

“War” – Means:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- (b) Any act of **terrorism**, or

(c) Any act of war or **terrorism** involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

“We, us, our” – The **insurer** acting through the **administrator**.

“You, your” - The individual named as the policyholder on the **Certificate of Insurance** and who has paid the appropriate premium.