

**MOTOR EXCESS PROTECTION
POLICY DOCUMENT**



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SECTION 1 – INTRODUCTION

About Your Insurance

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

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**.

Please take time to read the “Important Information” section on pages 3-4 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 insurer’s right to change **your** cover or the price of **your** insurance.

- This insurance was arranged by Riverside Underwriting Limited, who are referred to as the **agent** in this Policy Document. Their contact details are as follows.

Riverside Underwriting Limited, Third Floor Riverside House, 40-46 High Street, Maidstone, Kent, ME14 1JH.
Tel: 0333 323 0090, or +44 1622 391 702 if **you** are calling from outside the UK. Email: assistance@riverside-underwriting.co.uk

- The insurance is underwritten by Lloyd’s Syndicate 4444 which is managed by Canopius Managing Agents Limited. Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Lloyd’s Syndicate 4444 is referred to as “**we**”, “**us**” and “**our**” in this Policy Document.
- Claims are handled by Orchard Administration Limited on **our** behalf. Orchard Administration Limited is referred to as the **claims administrator** in this Policy Document.

This is an annual insurance policy. The insurance starts on the policy start date and continues for a period of 12 months. The policy start date and **your period of insurance** are shown on **your Certificate of Insurance**.

Some words and phrases in this Policy Document and in **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 on pages 10-11 of this Policy Document.

All insurance documents and all communications with **you** about this policy will be in English.

Please contact **your agent** if **you** need any documents to be made available in braille and/or large print and/or in audio format. Their contact details are shown above.

How to Make a Claim

To make a claim, please complete the online claim form at www.orchard-administration.co.uk.

Alternatively **you** can call 0333 3230 095, or +44 1622 391 708 if **you** are calling from outside the UK. Lines are open between 9am and 5pm Monday to Friday. **You** can also send an email to assistance@orchard-administration.co.uk or write to Orchard Administration Limited, Third Floor Riverside House, 40-46 High Street, Maidstone, Kent, ME14 1JH .

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 in its capacity as **our agent** under contract reference B6839EW014. In exchange for **your** payment of the premium referenced in **your Certificate of Insurance**, **you** are insured in accordance with the terms & 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** check **your Certificate of Insurance** to ensure the details are correct and that the cover is as **you** requested;
- **You** check that **you** are eligible for this insurance (see “Eligibility” below);
- **You** check the information **you** have given us is accurate (see “Disclosure of Important Information” below);
- **You** notify **your agent** as soon as possible of any inaccuracies on **your Certificate of Insurance**, or if **you** are not eligible for the insurance; and
- **You** comply with any duties detailed under each section of the Policy Document and under the insurance as a whole.

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 on page 6 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 on pages 6 - 7.

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.

Information You Give Us

Eligibility

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

- **You** are a permanent resident of the United Kingdom, the Channel Islands or the Isle of Man.
- **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) 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
 - (b) 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
 - (c) A motorcycle, also called a motor bicycle or motorbike, which is constructed with two-wheels and powered by an engine.

We will not provide any cover if these eligibility requirements are not met at the start date of **your** policy. Please contact **your agent** 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 **your agent**. **You** must take reasonable care to provide complete and accurate answers to the questions asked 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
- **we** may not pay any claim in full, or
- **we** may revise the premium, or
- the extent of the cover may be affected.

If **you** become aware that any information **you** have given is incomplete or inaccurate, please contact **your agent** as soon as possible. Their contact details are shown on page 2 of this Policy Document

Our Right to Change the Cover or Price of Your Insurance

If **we** change the terms of cover or price of **your** policy, it will only be done at **your** next annual renewal date where all changes will be communicated to **you** in writing one month prior to renewal.

SECTION 3 – WHAT IS COVERED

Policy Limits

- The most **we** will pay **you** in aggregate for all claims during **your period of** insurance is the Annual Aggregate Limit shown in **your Certificate of Insurance**. Once the Annual Aggregate Limit is exhausted **you** are liable for all and any future 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 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 the eligibility requirements for this policy are not met (as detailed on page 3 of this Policy Document).
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. That is notified by **you** to the **claims administrator** more than 30 days following the successful settlement of **your** claim under **your motor insurance policy**.
6. 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.
7. Where the **excess** under **your motor insurance policy** has been **waived or reimbursed**.
8. Relating to any liability **you** accept by agreement or contract, unless **you** would have been liable anyway.
9. If the claim under your **motor insurance policy** was for glass repair or replacement.
10. Arising from breakdown or misfuel.
11. Where damage to **your vehicle** has arisen during any routine servicing or repair of the **vehicle**.
12. 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)**.
13. Where damage to **your vehicle** has been caused by or arisen from: lightning, earthquake, explosion, storm, tempest or flood.
14. 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

- **Your motor insurance policy** must be maintained, current and valid, throughout the **period of insurance**.
- The policyholder under this policy must match the name of the individual stated on **your motor insurance policy**.
- 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. **You** must give **us** any assistance **we** require to recover **our** losses.
- Other Insurance - If **your excess** is covered by any other insurance **we** will only pay **our** proportionate share of the claim.
- **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.
- **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: <http://claim.orchard-administration.co.uk>.

Alternatively **you** can call 0333 3230 095, or +44 1622 391 708 if **you** are calling from outside the UK. Lines are open between 9am and 5pm Monday to Friday. **You** can also send an email to assistance@orchard-administration.co.uk or write to Orchard Administration Limited, Third Floor Riverside House, 40-46 High Street, Maidstone, Kent, ME14 1JH.

Calls may be recorded for training, compliance and fraud prevention purposes.

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, **your** claim may not be paid or any payment could be reduced.

All claims must be reported to the **claims administrator** as soon as possible but in any event, within 30 days following the successful settlement of **your** claim under **your motor insurance policy**. **You** must complete a claim form (in full) and provide at **your** own expense, any information and assistance which the **claims administrator** may require in establishing the amount of any payment under **your** 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.

All thefts of **your** vehicle must be reported to the Police within 48 hours of **your** discovery of the incident. **You** must provide the **claims administrator** with a crime reference number.

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 made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- terminate **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

SECTION 7 – CANCELLATION OF THE POLICY

Your Cancellation Rights

You can cancel **your** policy within 30 days of the policy start date or, if later, within 30 days of the date **you** receive this Policy Document. **We** will refund any premiums **you** have paid as long as **you** have not made a claim and do not intend to make a claim.

You can also cancel **your** policy at any other time, however no refund of premium will be due to **you**.

To cancel **your** policy please contact **your agent** whose contact details are shown on page 2 of this Policy Document.

Our Cancellation Rights

We reserve the right to cancel this policy immediately if **you** commit fraud. If **we** cancel **your** policy, **we** will do so in writing to the most recent address **we** have for **you**.

Your policy also will end automatically if **you** do not pay any premium when it becomes due. If this happens, **you** will be contacted requesting payment within 14 days. If **we** do not receive payment within this period, **you** will be written to again notifying **you** that your policy will be cancelled.

If there is a change to the risk which means that **we** can no longer provide **you** with insurance cover, or if **you** display threatening or abusive behaviour towards **us**, **your agent** or the **claims administrator** **we** will give 60 days notice, in writing to the most recent address that **we** have for **you**, that **your** policy will not be renewed at the next renewal date.

SECTION 8 – RENEWING YOUR POLICY

Your agent will contact **you** one month before **your** current **period of insurance** ends to ask whether **you** wish to renew **your** policy. They 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 **your agent**. Their contact details are shown on page 2 of this Policy Document.

SECTION 9 – HOW TO MAKE A COMPLAINT

Any complaint should be addressed to:

Head of Operations
Riverside Underwriting Limited
Third Floor
Riverside House
Maidstone
Kent
United Kingdom
ME14 1JH

Opening Hours: Mon - Fri 9AM - 6PM

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.

A decision on **your** complaint will be provided to **you**, in writing, within 8 (eight) weeks of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 8 (eight) weeks of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service in the United Kingdom. The contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom

Telephone: +44 20 7964 0500 (from outside the UK)

Telephone: 0800 023 4 567 (from inside the UK)

Fax: +44 20 7964 1001

Website: www.financial-ombudsman.org.uk

If **you** have purchased **your** contract online **you** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

SECTION 10 – LEGAL, REGULATORY & OTHER INFORMATION

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligation to **you** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Your personal information notice

Who **we** are

We are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the **certificate of insurance**.

The basics

We collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** will need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other people's details **you** provide to **us**

Where **you** provide **us** or **your** insurance agent or insurance broker with details about other people, **you** must provide this notice to them.

Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice, which is available in the Privacy section of **our** website www.lloyds.com/news-and-risk-insight/lloyds-subsiary-in-brussels or in other formats on request.

Contacting **us** and **your** rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact **us**. Alternatively, **you** may contact the insurance agent or insurance broker that arranged **your** insurance at:

Head of Operations
Riverside Underwriting Limited
Third Floor
Riverside House
Maidstone
Kent
United Kingdom
ME14 1JH

Opening Hours: Mon - Fri 9AM - 6PM

Telephone: 0333 323 0090

International Telephone: +44 (0)333 323 0090

UK Call Centre: 0333 323 0090

Email Us: compliance@riverside-underwriting.co.uk

You also have the right to lodge a complaint with **your** competent data protection authority, but we encourage **you** to contact **us** before.

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 **your** 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/her to or if the contract confers a benefit upon him/her. 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 **agent** on **our** behalf. The **agent** 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 **claims administrator**.

In these capacities, the **agent** and the **claims administrator** are acting as **our** agents. This means that once a premium is paid to the **agent** 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

This policy shall be governed by the laws of England and Wales and subject to the non-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.

Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

The Insurer

This insurance is underwritten by Lloyd's Syndicate 4444 which is managed by Canopius Managing Agents Limited. Registered Office: Canopius Managing Agents Limited, Gallery 9, One Lime Street, London, EC3M 7HA. Registered in England no. 01514453.

Regulatory Details

Canopius Managing Agents Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference: 204847.

Your agent, Riverside Underwriting Limited, is authorised and regulated by the Financial Conduct Authority. Firm Reference: 466942.

This insurance contract is transacted with certain underwriters at Lloyd's, registered at 1 Lime Street, London, EC3M 7HA, United Kingdom. Lloyd's is a society of underwriting members incorporated by statute. The insurer will be the member(s) of the Lloyd's syndicates stated below:

Canopius Syndicate 4444

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.

“Agent” - The party, person or company who arranged this insurance on **your** behalf. This is Riverside Underwriting Limited.

“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 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” – A person who ordinarily lives, pays tax or is registered with a Medical Practitioner in the United Kingdom, the Channel Islands or the Isle of Man.

“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” - Lloyd’s Syndicate 4444 which is managed by Canopus Managing Agents Limited.

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