

# myexcessinsured

TERMS AND CONDITIONS

Motor Excess Insurance

## CONTENTS

Contents	2
Introduction	3
DSA Europe	3
Insurer	3
What makes up this policy?	3
Monetary limits	3
Cooling off period	3
Jurisdiction and law	3
War and terrorism exclusion	3
Complaints Procedure	4
<b>MOTOR EXCESS INSURANCE</b>	6
Who is eligible to purchase this Policy?	6
Cover Provided	6
Definitions	6
General Conditions Applicable To This Policy	8
You must comply with the following conditions to have the full protection of Your policy.	8

### **What Is Not Covered (exclusions)**

1. Any claim that your motor insurance policy does not respond to or the excess is not exceeded. 9
2. Any claim or incidence giving rise to a claim on the motor insurance policy which occurred prior to inception date of this insurance as shown on your cover schedule. 9
3. Any claim where the motor insurance policy issued by an authorised Mainland Europe or UK Motor Insurer UK is on the basis of or includes commercial travel. 9
4. Any claim notified to us more than 31 days following the settlement of your claim by your Motor Insurer. 9
5. Any contribution or deduction from the settlement of Your claim against your main insurance policy other than the stated policy excess, for which you have been made liable. 9
6. Where a third party has waived or reimbursed You and made good which is the first amount of any claim, shown in the schedule under own damage of your motor insurance policy. 9
7. Any liability you accept by agreement or contract, unless you would have been liable anyway. 9
8. Any claim that is refused by your Motor Insurer to whom you are claiming. 9

### **Conditions Applicable**

1. 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. 9
2. 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 share of the claim. 9
3. Reasonable Precautions - You must take reasonable steps to keep Your Motor in a safe condition and protected from damage including malicious damage. 9
4. Keeping to the terms of this Policy - We will only give You the cover that is described in this Policy if any person claiming cover has met with all its terms and the terms of Your Motor Insurance Policy, as far they apply. 9
5. 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. 10
6. Motor Insurance - You must maintain at all times during the period of this Policy a Comprehensive or Third Party Fire and Theft Motor Insurance Policy issued by a Mainland Europe or UK registered and authorised Motor Insurer to You in respect of Your Motor. 10
7. The lead name on Your Motor Insurance Policy must match the lead name on Your Cover Schedule. 10

## **Introduction**

Thank You for choosing DSA Europe and welcome to peace of mind ASSUREMAFRANCHISE. The information in this policy wording contains important information and we have made it as easy as possible to understand. Please take time to read through it and contact us if You need any further information.

## **DSA Europe**

DSA is authorised and regulated by ORIAS as an Insurance or reinsurance broker for the sale and administration of general insurance products in France and throughout the Members of the European Economic Area (EEA). DSA are listed on the register of the organisation for insurance intermediaries (ORIAS) under the number 09 051 276

## **Insurer**

Benefits under this policy are underwritten by SOLID Forsakrings AB, Ekslingan 8, Box 22209, SE-254 67, Helsingborg, Suede. Corp ID No 516401-8482 SOLID insurance is a Swedish based insurance company regulated by the Swedish FSA (Reference Number: 401229)

## **What makes up this policy?**

This policy and the Cover Schedule must be read together as they form Your insurance contract.

## **Monetary limits**

We can insure You up to the amount of the sum insured or other specified limit, which will be shown in this policy.

## **Cooling off period**

DSA Europe will refund in full Your premium, if, within 14 days of purchasing this insurance You decide that it does not meet Your needs providing that You have not reported or are intending to report a claim. Once the 14 days has expired You have no right to cancel this insurance.

## **Jurisdiction and law**

This insurance shall be governed by the laws of the Country where the policy holder usually resides and whose courts alone shall have jurisdiction in any dispute arising from this insurance.

## **War and terrorism exclusion**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other consequence to the loss: -

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
2. Or any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assaured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## **Complaints Procedure**

We do everything possible to make sure that You receive a high standard of service. If You are not satisfied with the service that You receive, please contact in the first instance, Your agent or the Issuing Agent with whom the policy was taken out, if You remain dissatisfied then You should address Your enquiry/complaint to:

The Quality Manager  
Bizz-Assistance  
3rd Floor  
DHL Building  
7 Sir Virgil Nazx Street  
Port Louis  
Mauritius

email: customer.support@Bizz-assist.com.  
Telephone: 0023 208 94 00  
Fax: 0023 208 9771

Please provide full details of Your policy and in particular Your policy number to help Your enquiry to be dealt with speedily. If You are still not satisfied with the way in which Your enquiry/complaint has been dealt with, then You should contact:

### **Beyond Bizz Assistance**

Please write to

The Company Secretary  
Strategic Insurance Services Ltd  
10 – 13 Lovat Lane  
London  
EC3R 8DN

Strategic Insurance Services Ltd is the Managing General Agent for SOLID Forsakrings AB. Strategic Insurance Services Ltd registered office is 10 – 13 Lovat Lane London EC3R 8DN. Strategic Insurance Services Ltd are authorised and regulated by the Financial Services Authority – FSA Firm Ref. No. 307133.

About SOLID Forsakrings AB

SOLID Forsakrings AB is a Swedish based insurance company regulated by the Swedish FSA (Reference Number: 401229). FSA is an agency that oversees the companies within the financial market. The FSA is commissioned by the parliament and government to secure that the financial system operates efficiently and meets the requirement of stability. Furthermore, the FSA works for consumer protection in the financial sector.

SOLID is required by law at all times show a sufficient solvency margin in order to secure the policy holder.

## **MOTOR EXCESS INSURANCE**

### **Who is eligible to purchase this Policy?**

Any person: -

Permanently resident in Mainland Europe or the United Kingdom (England, Wales, Scotland and Northern Ireland), Channel Islands and the Isle of Man.

Any person who has a current and valid full international driving licence, UK licence or hold a recognised licence.

### **Cover Provided**

Cover is provided for the reimbursement of the Excess of Your Motor Insurance Policy following the successful settlement of such claim.

The maximum amount payable under this policy, with the level of coverage (which is subject to the appropriate premium having been paid), is the amount You would be responsible for, which is the first amount of any claim, shown in the schedule of Your Insurance Policy. Only when the Excess of the current and valid insurance policy is exceeded will this Policy respond up to its full value.

The maximum amount payable during the policy (the annual aggregate cover limit) is shown on your Cover Schedule. Coverage limits available:

- A) £300 in any one policy period
- B) £500 in any one policy period
- C) £750 in any one policy period

## Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy.

"Annual Aggregate Limit" means the policy will continue to respond for the period of the cover or until your chosen level of indemnity on the reimbursement is exhausted; whichever comes first. Once the Annual Aggregate Limit is exhausted no more claims will be paid and you are then liable for all and any future Excess payments as defined in Your Motor Insurance Policy for the remainder of the period of insurance.

"Commercial Travel" – means commercial use by sales representatives.

"Cover Schedule" - this forms part of this Policy Document and contains the name of the Policy Holder and gives details of the cover provided by this policy.

"Event" – means each claim occurrence during the period of insurance.

"Excess" means the amount You must pay under the terms of Your Motor Insurance Policy.

"Motor Vehicle" a vehicle (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers and does not exceed 3.5 tonnes, of which You are the owner or which You are authorised to drive.

"Motor Insurance Policy" – means the insurance policy issued by an authorised and regulated Mainland Europe or UK Motor Insurer to you in respect of your motor vehicle.

"Motor Insurer" – means an authorised and regulated Mainland Europe or UK Motor Insurer.

"Named Drivers" – means drivers in addition to You who are permitted to drive under the terms of Your Motor Insurance Policy.

"Period of Insurance" – this policy runs along with Your Motor Insurance Policy, and if the Motor Insurance Policy is cancelled/not renewed, all cover under this insurance will end.

"Waived or Reimbursed" means where a third party has already made good which is the first amount of any claim on Your Motor Insurance Policy.

"We/Us/Our" means SOLID Forsakrings AB, Ekslingan 8, Box 22209, SE-254 67, Helsingborg, Suede.  
Corp ID No 516401-8482

"You/Your/Insured Person" means the person whose name appears at the top of Your Schedule of Cover.

## General Conditions Applicable To This Policy

### You must comply with the following conditions to have the full protection of Your policy.

Cover is provided under the following "Use Types";  
Social Domestic & Pleasure  
Personal Business Use by Policyholder  
Personal Use by a Named Driver(s)  
Personal Business Use by Policyholder/Named Driver(s)  
Business use by Policyholder/Named Driver (excluding Commercial Travel)

The excess protect policy will continue to respond for the period of the insurance or until your chosen level of indemnity on this excess protect policy is exhausted; which ever comes first.

The Insurance Policy that you have must be a current and valid private motor insurance policy.

The policyholder as stated on the Schedule of Cover must match the lead name of the individual on the current and valid private motor policy that has responded to a claim to which this policy will respond to the amount of the Excess that you are responsible.

In the event that any misrepresentation or concealment is made by You or on Your behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.

Right of Recovery – We can take proceedings in Your name but at Our expense to recover for Our benefit the amount

of payment made under this policy.

Other Insurance – if You were covered by any other insurance for the Excess payable following the Event, which resulted in a valid claim under this policy, we will only pay our share of the claim.

Reasonable Precautions – You must take reasonable steps to safeguard against loss or additional exposure to loss.

Keeping to the terms of this Policy – We will only give you the cover that is described in this policy if any person claiming cover has met with all its terms and the terms of the Motor Excess Insurance policy, as far as they apply.

### **What Is Not Covered (exclusions)**

1. Any claim that your motor insurance policy does not respond to or the excess is not exceeded.
2. Any claim or incident giving rise to a claim on the motor insurance policy which occurred prior to inception date of this insurance as shown on your cover schedule.
3. Any claim where the motor insurance policy issued by an authorised Mainland Europe or UK Motor Insurer UK is on the basis of or includes commercial travel.
4. Any claim notified to us more than 31 days following the settlement of your claim by your Motor Insurer.
5. Any contribution or deduction from the settlement of Your claim against your main insurance policy other than the stated policy excess, for which you have been made liable.
6. Where a third party has waived or reimbursed You and made good which is the first amount of any claim, shown in the schedule under own damage of your motor insurance policy.
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. Any claim relating to a vehicle over 3.5T

### **Conditions Applicable**

1. 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.
2. 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 share of the claim.
3. Reasonable Precautions - You must take reasonable steps to keep Your Motor in a safe condition and protected from damage including malicious damage.
4. Keeping to the terms of this Policy - We will only give You the cover that is described in this Policy if any person claiming cover has met with all its terms and the terms of Your Motor Insurance Policy, as far as they apply.
5. 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.
6. Motor Insurance - You must maintain at all times during the period of this Policy a Comprehensive or Third Party Fire and Theft Motor Insurance Policy issued by a Mainland Europe or UK registered and authorised Motor Insurer to You in respect of Your Motor.
8. The lead name on Your Motor Insurance Policy must match the lead name on Your Cover Schedule.

## Notification Of A Claim

Making a claim:

### Claim via the internet

Should You wish to claim under Your Motor Excess Reimbursement Insurance, You should go to [http://www.excess-protect.com/DSA-Motor/submit\\_claim.asp](http://www.excess-protect.com/DSA-Motor/submit_claim.asp) where You will be able to complete the claim form on line.

Once You have received communication confirming Your claim number from Bizz Assistance You should send the following;

1. A copy of your Excess Protector Certificate of Insurance or Confirmation of Coverage document.
2. You must provide a copy of your settlement letter from your Insurance Company, which must state the amount settled and the excess deducted.

Please post the copy of the original claim form that you completed on line with all the required supporting documentation to: -

Le Responsable Qualité  
Bizz Assistance International Ltd.  
c/o ASI CONCEPT  
Centre de traitement  
BP90044  
31770 COLOMIERS  
FRANCE

Should You need to call Bizz Assistance please call

telephone: +33 (0) 1 76 70 46 71  
fax : +33 (0) 1 76 70 46 68  
or  
email customer.support@bizz-assist.com

### If You do not have access to the internet and would like to claim via post

Please call Bizz Assistance on:

telephone: +33 (0) 1 76 70 46 71  
fax: +33 (0) 1 76 70 46 68

and notify Your claim with them. At the time You call them they will complete the claim form with You over the phone. They will then send it by post to You for You to check that all details taken down over the phone by them (Bizz Assistance) is correct, together with an acknowledgement letter which confirms Your claim number.

If You are happy with the completed claim form details please post a copy of the acknowledgement letter (which contains Your claim reference number) with the following supporting documentation;

1. A copy of your claim form on our policy
2. You must provide the original settlement letter from your Insurance Company, which must state the amount settled and the excess deducted to .

Le Responsable Qualité  
Bizz Assistance International Ltd.  
c/o ASI CONCEPT  
Centre de traitement  
BP90044  
31770 COLOMIERS  
FRANCE

Should You need to call Bizz Assistance please call

telephone: +33(0) 1 76 70 46 71  
or  
email: excess-home@Bizz-Assist-claims.com

**-----FAILURE TO FOLLOW THESE STEPS MAY JEOPARDISE THE REIMBURSEMENT OF YOUR COSTS-----**