

myexcessinsured

TERMS AND CONDITIONS
Motor / Home Excess Insurance

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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 Europe 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 Försäkringar, Box 22068, 250 22 Helsingborg, Sweden. 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 Certificate 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 You.

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

Natural disaster exclusion

We do not cover any excesses arising from a claim associated with a natural disaster

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 International Ltd
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:

Company Secretary, Strategic Insurance Services Ltd (as the Managing General Agent for SOLID Försäkringar)

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

SOLID Försäkringar 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 / MOTORCYCLE & HOME EXCESS INSURANCE

Who is eligible to purchase this Policy?

Any person: -

1. Permanently resident in Mainland Europe or the United Kingdom (England, Wales, Scotland and Northern Ireland), Channel Islands and the Isle of Man.
2. Any person who has a current and valid full international driving licence, UK license or hold a recognised licence.

Cover Provided

1. Cover is provided for the reimbursement of the Excess of Your current and valid main Motor / Motorcycle and or Home Insurance Policy following the successful settlement of such claim.
2. 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 certificate 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.

Limit

The limit applicable to your policy will be shown on the Certificate of Insurance and is the total amount that can be claimed in the year.

Definitions

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

"We/Us/Our" means SOLID Försäkringar, Box 22068, 250 22 Helsingborg, Sweden. Corp ID No 516401-8482

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

"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 / Motorcycle Insurance Policy for the remainder of the period of insurance.

"Commercial Travel" – means commercial use by sales representatives who has sole use and responsibility for his or her own company motor.

"Cover Certificate" - 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 / Motorcycle Insurance Policy.

"Motorcycle" means a motorcycle (also called a motor bicycle or motorbike) which is constructed with two-wheeled and powered by an engine, of greater than 75cc, of which You are the owner or which You are authorised to drive.

"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 / Motorcycle Insurance Policy" – means the insurance policy issued by an authorised and regulated Mainland Europe or UK Motor Insurer.

"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 / Motorcycle Insurance Policy.

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

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

"Period of Insurance" – this policy runs along with either Your Motor / Motorcycle Insurance Policy and or Home Insurance Policy, and if the Motor / Motorcycle / Home 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 / Motorcycle Insurance Policy.

"Waiting Period" means a period of time, in this case 30 days from the inception of this policy, when no incidents reported to your main policy, to which you have an excess for which you are responsible, will be reimbursed by this policy.

General Conditions Applicable To This Policy

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

MOTOR / MOTORCYCLE:

Cover is provided under the following "Use Types";

1. Social Domestic & Pleasure
2. Personal Business Use by Policyholder
3. Personal Use by a Named Driver(s)
4. Personal Business Use by Policyholder/Named Driver(s)
5. Business use by Policyholder/Named Driver

HOME:

1. The Insurance Policy that You have in force must be a current and valid.
2. 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.
3. The policyholder as stated on the Certificate of Insurance must match the lead name of the individual on the current and valid private motor / motorcycle policy that has responded to a claim to which this policy will respond to the amount of the Excess that You are responsible.
4. 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.
5. 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.
6. 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.
7. Reasonable Precautions – You must take reasonable steps to safeguard against loss or additional exposure to loss.

What is not covered (exclusions)

MOTOR / MOTORCYCLE:

1. Any claim that Your motor / motorcycle insurance policy does not respond to or the excess is not exceeded.
2. Any Motorcycle with an engine capacity of less than 75cc.
3. Any claim or incidence giving rise to a claim on the motor / motorcycle insurance policy which occurred prior to inception date of this insurance as shown on your cover certificate.
4. Any claim where the motor / motorcycle insurance policy issued by an authorised Mainland Europe or UK Motor Insurer is on the basis of or includes commercial travel other than defined in definitions, commercial travel.
5. Where a third party has waived or reimbursed You and made good which is the first amount of any claim, shown in the certificate under own damage of Your motor / motorcycle insurance policy.
6. Any claim that occurs during the waiting period

HOME:

1. Any claim notified to us more than 31 days following the settlement of your claim by your Insurer.
2. 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.
3. Any liability you accept by agreement or contract, unless you would have been liable anyway.
4. Any claim that is refused by your Insurer to whom you are claiming.
5. Any claim that occurs during the waiting period
6. Where a third party has waived or reimbursed You and made good which is the first amount of any claim.

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. 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 / Motorcycle Insurance Policy, as far as they apply.
4. 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.
5. Motor / Motorcycle Insurance - You must maintain at all times during the period of this Policy a Comprehensive or Third Party Fire and Theft Motor / Motorcycle Insurance Policy issued by a Mainland Europe or UK registered and authorised Motor Insurer to You in respect of Your Motor / Motorcycle.
 6. The lead name on Your Motor / Motorcycle Insurance Policy must match the lead name on Your Cover Certificate.
 7. Home Insurance - You must maintain at all times during the period of this Policy a Insurance Policy issued by a Mainland Europe or UK registered and authorised Home Insurer to You in respect of Your Home.
 8. The lead name on Your Home Insurance Policy must match the lead name on Your Home Certificate of Insurance

Notification of a Claim

We have appointed Bizz Assist International Limited to administer claims on Our behalf. Bizz Assist can be contacted as follows:

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

Email:	customer.support@bizz-assist.com
Telephone:	+33 (0) 1 76 70 46 71
or	
Fax:	+33 (0) 1 76 70 46 68

You can notify us of a claim by returning to the web site and submitting your details online or by calling Bizz Assist at the number stated above.

Once You have received communication confirming Your claim number You should send the following:

1. A copy of your Excess Protection 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:

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