



# EXCESS PROTECTION INSURANCE

Your Policy Wording

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Thank you for choosing Excess Protection Insurance. 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.

### Authorisation & Regulation

This insurance is arranged by Fish Administration Ltd trading as Fish Insurance and underwritten Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Fish Insurance is authorised and regulated by the Financial Conduct Authority under Firm Reference 310172. Fish Insurance is registered in England and Wales. Company Registration Number 4214119. Registered Office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

Bspoke Underwriting Ltd is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check Our details on the Financial Services Register <https://register.fca.org.uk/>

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>

### Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

### What makes up this policy?

This policy and the **Policy 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 as specified in "Coverage Limits Available".

### Important Information

**Please take time to read Your policy documents in full to make sure You understand the cover provided.**

In return for the payment of **Your** premium **We** will provide the insurance cover detailed in **Your Policy Schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **Period of Insurance**.

**Your** policy is valid for the **Period of Insurance** as shown on **Your Policy Schedule**.

Please refer to the policy documents provided to **You** when the policy was purchased or amended, for details of the type and level of cover **Your** policy provides.

### Information you have provided

**You** must take reasonable care to provide accurate and complete answers to all the questions **You** are asked when **You** take out, make changes to, or renew this policy.

**You** must notify Fish Insurance as soon as possible if any of the information in **Your** policy documents is incorrect or if **You** wish to make a change to **Your** policy.

If **You** do not provide accurate and complete answers to the questions **You** are asked, or **You** fail to notify Fish Insurance of any incorrect information or changes **You** wish to make, **Your** policy may not operate in the event of a claim, **We** may charge **You** an additional premium, **We** may not pay any claim in full or **Your** policy could be invalid.

### Changes that may affect your cover

**You** must tell **Us** as soon as possible about any changes to the information **You** provided when **You** purchased or renewed this policy, for example:

- **You** change **Your** car
- **You** change address

This is not an exhaustive list and any changes **You** tell us about may affect **Your** cover or result in a

change to **Your** premium. If **You** are unsure whether a change may affect **Your** cover, please contact Fish Insurance.

### Cancellation

**You** have the right to cancel this policy within 14 days of the date **You** purchased the policy or when **You** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **We** will provide a full refund of any premium paid, unless **You** have made a claim or there has been an incident likely to result in a claim.

If **You** wish to cancel the policy after 14 days, no refund of premium will be available.

### Cancellation by us

**We** may at any time cancel this insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in **Your** circumstances means that **We** can no longer provide cover
- f) where **We** identify **Your** involvement in, or association with, insurance fraud or financial crime
- g) where **You** have misrepresented or provided false information to the questions asked **You** when purchased, renewed or amended **Your** policy

If **We** cancel **Your** policy, **We** will provide a refund of **Your** premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud.

### Renewal of your policy

**We** reserve the right not to invite the renewal of **Your** policy. In this event we will notify **You** in writing to let **You** know.

### How to make a claim

If **You** need to make a claim please let **Us** know as soon as possible by contacting **Us** in one of the following ways:

Fish Insurance  
Southgate House, Southgate St, Gloucester GL1 1UB  
Tel: 0333 331 3840  
Email: [claims@fishinsurance.co.uk](mailto:claims@fishinsurance.co.uk)

In all correspondence, please state the unique policy number from **Your Policy Schedule**. This will help **Us** to confirm **Your Policy** details and deal with **Your** claim as quickly as possible

If an incident occurs, **You** should take any immediate action **You** think is necessary to protect **Yourself** and/or **Your** belongings from further damage.

### Jurisdiction and law

This insurance policy is governed by English Law.

### Complaints Procedure

It is Our intention to give You the best possible service however if You do have any cause for complaint about this insurance or the handling of any claim You should follow the complaints procedure below:

If You have a complaint regarding the sale or service of Your Policy or a claim which is not a liability claim, please contact Fish Insurance:

Fish Insurance  
Southgate House  
Southgate Street  
Gloucester  
GL1 1UB

Email: [info@fishinsurance.co.uk](mailto:info@fishinsurance.co.uk)  
Telephone: 0333 331 3840

In all correspondence, please state that **Your** insurance is underwritten by Bspoke Underwriting Ltd and quote **Your** unique Policy number from **Your** Policy **Schedule**.

Following **Our** complaints procedure does not affect **Your** legal rights as a consumer. For further information **You** can contact the Citizens Advice Bureau or Trading Standards.

### Financial Ombudsman

If **We** have not completed **Our** investigations into Your complaint within 8 weeks of receiving **Your** complaint or if **You** are not happy with **Our** Final Response, **You** may ask the Financial Ombudsman Service (FOS) to look at **Your** complaint. If **You** decide to contact them, **You** should do so within 6 months of receiving **Our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk)

## Who is eligible to purchase this policy?

Any person permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland).

## Cover Provided

Cover is provided for the **Excess** that **You** would have been responsible for following the successful settlement of any physical damage claim for **Your** vehicle by **Your Motor Vehicle** Insurer in respect of claims arising as a result of accidental damage, fire, theft, or vandalism.

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 have to pay, which is the first amount of any claim, shown in the **Policy Schedule** under own damage of **Your Motor Insurance Policy**. Only when the **Excess** of the current and valid **Motor Insurance Policy** is exceeded will this **Excess** Protection policy respond to its full value.

## Coverage limits available

£250 in total 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 where it appears with a capital letter and in bold.

- **Commercial Travel** means commercial use by sales representatives.
- **Damage / Damaged** Accidental physical loss, damage, or destruction
- **Driving Instructor** means Approved Driving Instructor (ADI) with the Driving Standards Agency.
- **Excess** means the amount **You** must pay under the terms of **Your Motor Insurance Policy**.
- **Motor Insurance Policy** – means the insurance policy issued by an authorised UK **Motor Insurer** to **You** in respect of **Your Motor vehicle**.
- **Motor Insurer** – means an authorised UK Motor Insurer.
- **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

- **Named Driver(s)** – means drivers in addition to **You** who are permitted to drive under the terms of **Your Motor Insurance Policy**.
- **Period of Insurance** - means the period for which **We** have accepted the premium as stated in **Your** policy document.
- **Policy Schedule** - this forms part of this policy document and contains the name of the policyholder.
- **Terrorism** Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of an act of terrorism, 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.
- **Waived or Reimbursed** means where a third party has already made good which is the first amount of any claim, shown in the **Policy Schedule** under own damage of **Your Motor Insurance Policy**.
- **We/Us/Our** means Bspoke Underwriting Ltd on behalf of Watford Insurance Company Europe Limited
- **You/Your:** the person shown on the **Schedule** as the policyholder.

## General conditions applicable

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

Cover is provided under the following “Use Types”;  
 A – Social Domestic & Pleasure  
 B – Personal Business Use By policyholder  
 C – Personal Use by a **Named Driver(s)**.  
 D – Personal Business Use by policyholder & **Named Driver(s)**  
 E - Business use by policyholder / **Named Driver** (excluding **Commercial Travel**)  
 Approved **Driving Instructors**’ are included.

The **Excess** Protection policy will continue to respond for the **Period of the Insurance** or until **Your** chosen level of indemnity on this **Excess** Protection policy is exhausted; whichever comes first. **You** will then be liable for all and any future **Excess** payments as defined in **Your** main **Motor Insurance Policy** for the remainder of this **Period of Insurance**.

The insurance policies that **You** have must be current and valid insurance that is provided by an FCA regulated and compliant UK insurer.

The policyholder as stated on the **Policy Schedule** must match the lead name of the individual on the main policy that has responded and to which this policy will respond to the amount of the **Excess**.

Only when the **Excess** of the current and valid main insurance policy is exceeded and following the successful claim payment will this policy respond to its full value.

### What is not covered (Exclusions)

1. Any claim that **Your main Motor Insurance Policy** does not respond to or the **Excess** is not exceeded.
2. Any claim on the main insurance policy which occurred prior to the attachment date of this Insurance as shown on **Your Policy Schedule**.
3. Any claim where the main Insurance policy issued by an authorised UK **Motor Insurer** 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** main policy insurer.
5. Any contribution or deduction from the settlement of **Your** claim against **Your** main insurance policy other than the stated **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 **Policy 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** main policy Insurers to whom **You** are claiming.
9. Any claim in respect of damage to **Your** own property caused by **You** where the value of the damage to **Your** property is within the original **Excess** on **Your** motor policy.
10. **Terrorism**  
Any direct or indirect consequence of terrorism as defined by the Terrorism Act

2000 and any amending or substituting legislation.

#### 11. **War**

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or **Damage** to Property by or under the order of any government, local or public authority.

12. Any loss or damage which occurred prior to the commencement of this insurance.

13. **You** being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any substance except those prescribed by a registered medical doctor.

14. Suicide, attempted suicide or deliberate injury to **You** or putting **Yourself** in unnecessary danger (unless trying to save human life).

15. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

16. Riot, civil commotion or strikes.

#### 17. **Computer Virus**

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted

- For the purposes of this **Policy**, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
- For the purposes of this **Policy**, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

**18. Infectious Disease**

Notwithstanding any other provision herein, this insurance does not cover any actual or alleged loss, Damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- a) Infectious or contagious disease;
- b) any fear or threat of (a) above; or
- c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

**19. Radiation**

Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or  
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or  
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

**Conditions Applicable**

**Right of Recovery** - If a third party is believed to be responsible for any claim, **We** may take over, defend or settle the claim, or take up any claim in **Your** name for **Our** own benefit. This is known as exercising **Our** right of subrogation. **You** must give **Us** all the help and information **We** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **Our** rights under this clause without **Our** prior written permission. **We** will pay any costs or expenses involved in exercising our right of subrogation.

**Motor Insurance** - **You** must maintain at all times during the period of this policy a **Motor Insurance Policy** issued by a UK registered and authorised **Motor Insurer** to **You** in respect of **Your** Motor.

**Other Insurance** - If there is any other insurance policy covering the same loss, damage or liability **We** will not pay more than **Our** rateable share.

**Duty of Care** - **You** must take care to prevent any accidental damage, malicious damage or theft and keep **Your** vehicle in accordance with the security requirements and maintain them in a good state of repair and condition. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

**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 **Excess** Protection Insurance Policy, as far as they apply.

**Fraudulent Claims**

If **You** or anyone acting for **You** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sending **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **You** caused deliberately or
- Acting dishonestly or exaggerating a claim

**We;**

- (a) are not liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise our right under (c) above, **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under the insurance contract, such as the occurrence of a loss, the making of a claim, or the notification of a potential claim.

**We** will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

**Insurer Privacy Notice****Bspoke Underwriting Ltd**

We are Bspoke Underwriting Ltd, our data controller registration number, issued by the Information Commissioner's Officer, is Z7739575.

This information is relevant to anyone who uses our services, including policyholders, prospective

policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what we do with the information that we collect about you and we process your personal data in accordance with the relevant data protection legislation.

#### **Why do we process your data?**

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

#### **What information do we collect about you?**

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy and fulfil our contract of insurance.

For specific types of insurance policies, for example when offering you a Personal Accident policy, we may process some special categories of your personal data, such as information about your health. We collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of your personal data as it is in the substantial public interest and it is necessary: i) for administering your insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

#### **Privacy Notice**

You can get more information about this by viewing our full Privacy Notice online [here](#) or request a copy by emailing us at

[dataprotection@bspokeunderwriting.co.uk](mailto:dataprotection@bspokeunderwriting.co.uk)

Alternatively, you can write to us at:

Data Protection, Bspoke Underwriting Ltd,  
Brookfield Court, Selby Rd, Leeds LS25 1NB.

#### **WATFORD INSURANCE COMPANY EUROPE LIMITED INFORMATION NOTICE**

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>