

**6. DATA PROTECTION ACT**

It is agreed by You that any personal information provided to Us &/or the Insurer will be processed by Us &/or the Insurer, in accordance with the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may mean passing information to other parties.

**7. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not insured under this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

**MEANING OF WORDS & TERMS**

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

**INSURED VEHICLE**

The vehicle covered by the motor vehicle insurance policy arranged by You in conjunction with this policy and any trailer or caravan attached to it.

**EXCESS**

The first amount of any claim under Your motor insurance policy arranged in conjunction with this policy in respect of which Your liability shall be insured under this policy up to the limit chosen by You as shown in Your Schedule.

**INSURER**

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

**PERIOD OF INSURANCE**

The term of Your motor insurance policy period shown in the Schedule to which this policy attaches.

**We/Us/Our**

ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer, Brit Syndicate 2987 at Lloyd's &/or Proximo Ltd who are acting as a claims handling agent on behalf of ARAG plc.

**You/Your**

The person(s) named in the Schedule to which this policy attaches.

Signed by

Managing Director  
ARAG plc

**keyfacts**

Significant Features & Benefits	Significant exclusions or limitations	Where to find Significant Exclusions and Limitations in the Policy
	<p>Period of Insurance You are insured under this policy for the same period covered by the motor insurance policy arranged by You in conjunction with this policy. Operative cover dates are shown in Your motor insurance policy schedule.</p> <p>You are covered for up to two claims during the Period of Insurance.</p>	<p>MEANING OF WORDS &amp; TERMS</p> <p>Your POLICY COVER See final paragraph.</p>
<p>Your POLICY COVER Following an accidental or malicious damage, fire or theft claim under Your motor vehicle insurance policy arranged in conjunction with this policy, the Insurer will pay Your motor insurance policy Excess up to the limit chosen by You as shown in Your schedule.</p>	<p>You must cooperate with Us to enable Us to obtain recovery of the motor insurance policy Excess insured under this policy (if necessary by issuing proceedings in Your name).</p>	<p>POLICY CONDITIONS</p> <p>1. Your responsibilities</p>

**Head office and registered office:**

Proximo Ltd. | Park House | Chantry Court | Sovereign Way Chester | CH1 4QN  
Telephone 0870 942 9422\* | Fax 0870 942 9423\* | www.proximo.co.uk

Registered in England & Wales. Company number 04601376. Proximo Ltd is Authorised and Regulated by the Financial Conduct Authority. This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082. \*Calls to 0871 or 0870 942 numbers will cost 13p per minute plus your phone company's Access Charge.

# greenlight protector



**Cover the cost of Your vehicle insurance excess**



# Excess Protect Motor Insurance Policy Document

Please read this policy carefully to familiarise yourself with its terms and conditions. If You are unsure about anything in this document please contact whoever You purchased Your policy from.

## IF YOU HAVE A CLAIM FOR YOUR EXCESS

Don't worry about making a separate claim under this Excess Protect Motor Insurance Policy. Provided that You have told the person who sold You this policy about Your motor insurance policy claim immediately after the event, they will claim on Your behalf for Your policy Excess under this policy. Provided the claim is accepted the Insurer will pay the Excess to You.

Page 2 of this booklet provide a summary of Excess Protect Motor Insurance. Full terms and conditions of the policy can be found in the policy document which starts from page 3.

### WHO IS ARAG?

ARAG plc is part of the ARAG group, one of the world leaders in legal expenses insurance. ARAG is actively assisting customers in Europe and the USA, generating a premium income of over €1.5 billion per annum.

### OUR VALUES

At ARAG Our focus is on Our customers. We continually strive to improve Our services and the quality of Our products. You will find Us open and professional in Our dealings with You. We understand Our customer's needs and We will treat You fairly.

ARAG plc are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer, Brit Syndicate 2987 at Lloyd's &/or Proximo Ltd who are acting as a claims handling agent on behalf of ARAG plc.

### WHAT IS EXCESS PROTECT MOTOR INSURANCE?

Independent research reveals that generally motor insurance policy excesses have increased since 2008 with many drivers volunteering to take a raised Excess in order to keep down the cost of their motor insurance premium. Excess Protect Motor Insurance insures You against having to pay the Excess due when You make a claim under Your motor insurance policy for accidental or malicious damage, fire or theft.

You are fully covered against financial loss by Excess Protect Motor Insurance for up to two claims a year where an accident is Your fault and You would otherwise be responsible for the Excess, or another person caused damage to Your vehicle but it is not possible to recover Your Excess from them Your vehicle is stolen or damaged by fire.

### WHAT HAPPENS IF I HAVE A COMPLAINT?

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact Us using the number You

rang to report Your claim. The staff handling Your claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to Your satisfaction, details of Your complaint will be passed to Our Customer Relations Department where We will arrange to have it reviewed at the appropriate level. We will also contact You to let You know that We are reviewing Your complaint. Alternatively, You can contact Our Customer Relations Department directly; We can be reached in the following ways: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays).

For Our mutual protection and training purposes, calls may be recorded).

customerrelations@arag.co.uk

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 2

Should You remain dissatisfied You can pursue Your complaint further with Lloyd's. They can be reached in the following ways:

0207 327 5693, Fax: 0207 327 5225

complaints@lloyds.com

Policyholder & Market Assistance, Market Services, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN

Step 3

If Lloyd's is not able to resolve the complaint to Your satisfaction then You can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

0800 0234 567 or 0300 123 9123

complaint.info@financial-ombudsman.org.uk

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The FOS's decision is binding upon the Insurer, but You are free to reject it without affecting Your legal rights.

Further information about compensation scheme arrangements is available from the FSCS.

### WHAT HAPPENS IF THE INSURER CANNOT MEET ITS LIABILITIES?

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). An insured may be entitled to compensation from the scheme in the unlikely event that the Insurer cannot meet its obligations.

Further information about compensation scheme arrangements is available from the FSCS.

### WHAT HAPPENS IF I CHANGE MY MIND AFTER TAKING OUT THE POLICY?

The policy provides You with a 14 day reflection period in which to decide whether You wish to continue. Cancellation is fully explained in condition 4 of the policy at page 3.

This policy is evidence of the contract between You and the Insurer.

It is a separate contract but should be read together with the motor vehicle insurance policy arranged by You in conjunction with this policy.

### YOUR POLICY COVER

Following a valid claim for

- accidental damage,
- malicious damage,
- fire and theft

under the motor vehicle insurance policy, taken out by You in conjunction with this policy; the Insurer will pay Your motor insurance Excess up to the limit chosen by You as shown in the Schedule provided that:

- 1 You have paid the insurance premium
- 2 Your motor insurance claim occurs during the Period of Insurance and within the countries covered by Your motor vehicle insurance policy.
- 3 You keep to the terms of this policy and co-operate fully with Us
- 4 the claim for Your Excess is reported to Us
  - during the Period of Insurance
  - immediately after You first become aware of the event giving rise to Your motor insurance claim.

You can make up to two claims under this policy during the Period of Insurance.

### WHAT IS NOT INSURED BY THIS POLICY

You are not covered for any claim arising from or relating to:-

- 1 any event occurring before the start of this policy,
- 2 driving without a valid driving licence or insurance,
- 3 a dispute with Us not dealt with under Condition 7,
- 4 (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;  
(b) radioactive, toxic, explosive or other hazardous properties any explosive nuclear assembly or nuclear component thereof  
(c) war, invasion, act of foreign enemy hostilities (whether it was declared or not), civil war, rebellion, revolution, 584 Insurrection or military or usurped power  
(d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed  
(e) any terrorist action (regardless of any other use or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the Insurer decides that because of this exclusion Your claim is not covered, the burden of proving the contrary shall be upon You.

### POLICY CONDITIONS

Where the Insurer's risk is affected by Your failure to keep to these conditions the Insurer can cancel Your policy or refuse to pay a claim.

### 1. YOUR RESPONSIBILITIES

You and, if applicable, any additional driver insured under Your motor vehicle insurance policy must co-operate with Us to enable Us to obtain recovery of the motor insurance policy Excess insured under this policy - if necessary by issuing proceedings in Your (or the additional driver's) name.

Where the Insurer has made a payment under this policy, any moneys recovered in respect of Your Excess shall be held to the benefit of the Insurer.

You must request any liable party or Insurer to issue payment in respect of the Excess directly to and in the name of the Insurer.

### 2. DISPUTES

If any dispute between You and Us arises from this policy, You can make a complaint as described on page 3 of this policy and We will try to resolve the matter. If We are unable to satisfy Your concerns You can ask the Financial Ombudsman Service to arbitrate over the complaint.

### 3. FRAUDULENT CLAIMS

If You make any claim which is fraudulent or false, this policy shall become void and all benefit under it will be forfeited including the premium.

### 4. CANCELLATION

You may cancel the policy

- a) within 14 days of the date of policy issue with a full refund of premium; provided an insured has not made a claim which has been accepted.
- b) or at any other time by giving Us at least 21 days' written notice and the Insurer will refund part of the premium for the unexpired period: unless a claim has been or is later accepted by Us in which case no return of premium shall be allowed.
- c) Where there is a valid reason for doing so, the Insurer has the right to cancel the policy at any time by giving at least 21 days written notice to You/the insured. The Insurer will refund part of the premium for the unexpired term. We will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
  - i) where the party claiming under this policy fails to co-operate with or provide information to Us or the appointed advisor in a way that materially affects Our ability to process a claim, or Our ability to defend the Insurer's interests
  - ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidation or bullying of Our staff or suppliers
  - iii) where We reasonably suspect fraud.

### 5. ACTS OF PARLIAMENT & JURISDICTION

All Acts of Parliament within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English Law.