

Policy Type:	Commercial Vehicle Excess Insurance
Territory Insured:	United Kingdom of Great Britain and Northern Ireland and the Isle of Man
Coverage:	Loss Damage Waiver
Period Covered:	Annual Cover
Contact Details	
Telephone: +44 (0)20 3740 4431	Email: enquiries@bettersafe.com

1. INTRODUCTION

1.1. WHAT IS COMMERCIAL VEHICLE EXCESS PROTECTION INSURANCE?

Most insurance policies have an **Excess** or deductible, which is the amount **You** have to pay towards the first part of any claim that **You** make under a primary insurance policy such as a **CV Insurance Policy**. Commercial Vehicle Excess Protection Insurance is designed to pay the amount of any **Policy Excess** **You** have to pay when **You** make a successful claim under a **CV Insurance Policy**.

1.2. THE INSURER

This **Policy** is underwritten by Newline Insurance Company Ltd who is registered in England and Wales under company registration number 04409827, and whose registered office is 1st Floor, Fen Court, London, EC3M 5BA. Newline Insurance Company Ltd is also authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm reference number 435028).

1.3. BETTERS SAFE.COM

This **Policy** is managed on **Our** behalf by Bettersafe.com, which is a trading style of Commercial and General Ltd, who is registered in England & Wales under company registration number 03994456 and whose registered office address Marvan Court, 1 Waldegrave Road, Teddington, TW11 8LZ. Commercial and General Ltd is authorised and regulated by the Financial Conduct Authority (Firm reference number 300001).

You can contact Bettersafe.com at:

Marvan Court
1 Waldegrave Road
Teddington
TW11 8LZ
Telephone: +44 (0)20 3740 4431
Email: enquiries@bettersafe.com

1.4. FINANCIAL SERVICES REGISTER

You can check the details of Newline Insurance Company Ltd or Commercial and General Ltd t/a Bettersafe.com by visiting the Financial Services Register (a register of all authorised financial services firms in the UK) at www.fca.org.uk/register. **You** can also contact the Financial Conduct Authority on telephone number 0800 111 6768 (freephone) or 0300 500 8082.

1.5. YOUR INSURANCE DOCUMENTS

This is **Your** insurance **Policy** which includes important details about the cover provided and any exclusions that may apply. It must be read in conjunction with **Your Policy Schedule**. Words which appear in bold italics have the meanings given to them in **Section 3: Definitions** of this **Policy** document.

Please take the time to read **Your Policy** documentation. If **You** have any questions or there is anything that **You** do not understand, please contact Bettersafe.com by email at enquiries@bettersafe.com or call **+44 (0)20 3740 4431**.

1.6. DEMANDS AND NEEDS STATEMENT

We have not or will not provide **You** with a personal recommendation as to whether **Our** products are suitable for **Your** demands and needs. **Our** products meet the demands and needs of people who meet the acceptance criteria, are hiring a vehicle, and wish to protect themselves against some, or all of the financial liabilities that they may incur to the **Car Rental Company or Agency** if the **Rental Vehicle** is damaged in a collision, fire, or is stolen whilst in their care.

1.7. LANGUAGE

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

If **You** have any disability that makes communication difficult, please contact Bettersafe.com and they will be pleased to help **You**.

1.8. CERTIFICATION OF COVER

This **Policy** combined with **Your Policy Schedule** certifies that insurance has been affected between **You** and **Us**. In return for payment of the **Premium** **We** agree to insure **You** in accordance with the terms and conditions contained in and endorsed on these documents.

1.9. CLAIMS

We have appointed Commercial and General Ltd (the Administrator) to handle all claims under this **Policy** on **Our** behalf. **You** can find their details in **Section 7: How to Make a Claim**.

1.10. COOLING OFF PERIOD

If **You** decide that **You** do not want this **Policy**, please contact Bettersafe.com within 14 days of receiving **Your** documents. **You** will receive a full refund of **Your Premium** as long as **You** have not made a claim and do not intend to make a claim.

1.11. DISCLOSURE OF IMPORTANT INFORMATION

When **You** applied for this **Policy**, and/or when **You** applied to make any change to the cover, **You** were asked a number of questions. **We** relied on all of the answers to these questions to decide the terms upon which **We** offered **You** cover or amended cover. This includes the **Premium** to be charged.

It is therefore essential that all of the answers **You** give or gave were truthful, complete, and accurate to the best of **Your** knowledge. This also includes should **You** make a claim under **Your Policy**. If any of **Your** answers are later found to be incorrect, incomplete, or misleading, this could lead to **Your Policy** being declared invalid and/or to **Your** claim not being paid or not fully paid.

1.12. RENEWAL OF YOUR POLICY

Bettersafe.com will contact **You** a month before the renewal date and inform **You** about any changes to **Your Premium** or **Your Policy** terms and conditions. **You** will also be told if **We** are unable to renew **Your Policy**.

Before **Your Policy** renews, please make sure **You** tell Bettersafe.com about any changes to **Your** personal details.

When **You** receive **Your** renewal notice, **You** must also provide Bettersafe.com with details of any changes since **Your Policy** started (or since the **Policy** last renewed if **You** have held the **Policy** for more than one year).

At each annual renewal, please take the opportunity to review **Your Policy** to make sure it still meets **Your** needs and is suitable for **You**. Please also check that the details on **Your Policy Schedule** are still correct and notify Bettersafe.com if any details need to be changed. If **You** have any questions regarding **Your Policy** renewal, please email enquiries@bettersafe.com or call +44 (0)20 3740 4431.

2. TO QUALIFY FOR COVER

- 2.1. To qualify for this **Policy**, **You** must be named as the policyholder under the **Your Insurance Policy**.
- 2.2. This **Policy** only applies if there is an **Excess** under a **CV Insurance Policy**. This **Policy** applies only to **Your** own personal insurances. It will not include any commercial insurances of any nature.
- 2.3. **We** explain what **We** mean by a **CV Insurance Policy** in **Section 3: Definitions** below. Please read this carefully.
- 2.4. **You** must hold a full valid UK or Isle of Man driving license or hold a full internationally recognised licence.
- 2.5. **You** must be a permanent resident of the United Kingdom of Great Britain and Northern Ireland (UK) or the Isle of Man.
- 2.6. By permanent resident **We** mean **You**:
 - have **Your** main home in the UK or the Isle of Man; and
 - have been in the UK or the Isle of Man for a minimum of 6 months in the 12 months prior to purchasing **Your Policy**; and
 - are registered with a general practitioner ("GP") in the UK or the Isle of Man; and
 - hold a UK or Isle of Man National Insurance number.

3. DEFINITIONS

"CV Insurance Policy" means a Commercial Vehicle Insurance Policy purchased by **You** for **Your** own commercial vehicle, whether that is a van, a light truck or a truck up to 44 tonnes gross vehicle weight rating, covering normal use in **Your** business or occupation. This **Policy** will not cover commercial vehicles over 44 tonnes gross vehicles weight rating or commercial vehicle used in agriculture or construction.

"End Date of Cover" means the date that cover under **Your Policy** terminates and is shown on **Your Policy Schedule**.

"Excess" means the amount **You** had to pay towards the first part of a claim under **Your CV Insurance Policy** under the terms of that policy and such amount is clearly stated being an **Excess** in **Your CV Insurance Policy** documents.

"Maximum Reimbursement Limit" means the most **We** will pay in any one **Period of Insurance**, as shown on **Your Policy Schedule**. This can be paid in one claim or several claims, but the maximum paid in any one **Period of Insurance** will be no more than this amount.

"Period of Insurance" means the annual period of cover under this **Policy** and is shown on **Your Policy Schedule**.

"Policy" means this Commercial Vehicle Excess Reimbursement Insurance Policy.

"Policy Schedule" means the document which forms part of the insurance contract between **You** and **Us**. It contains **Your** name, address, details of the type and level of cover provided under **Your Policy**.

"Premium" means the total amount **You** paid for **Your Policy** including Insurance Premium Tax and is shown on **Your Policy Schedule**.

"Start Date of Cover" means the date that that cover under **Your Policy** begins and as shown on **Your Policy Schedule**.

"Vehicle Repair" means the authorised garage, body shop or repairer who will affect the repairs to **Your** vehicle under the terms of **Your CV Insurance Policy**.

"We/Us/Our" means Newline Insurance Company Ltd.

"You/Your" means the person, business or company who took out this **Policy** and who is named as the policyholder on the **Policy Schedule** and named as the policyholder in the **CV Insurance Policy**.

4. WHAT IS COVERED

- 4.1. If **You** make a claim under **Your CV Insurance Policy**, **We** will pay the amount of any **Excess** that **You** had to pay
- 4.2. This **Policy** applies if:
 - The incident that gave rise to the claim under **Your CV Insurance Policy** happened during the **Period of Insurance** of this **Policy**.
 - The claim under **Your CV Insurance Policy** was successful and was for more than the amount of the **Excess**.
- 4.3. **You** can claim under this **Policy** more than once during any one **Period of Insurance** but in total **We** will only reimburse **You** up to the **Maximum Reimbursement Limit** shown on **Your Policy Schedule**.

5. WHAT IS NOT COVERED (EXCLUSIONS)

We will not reimburse **Your Excess** in the following circumstances:

- 5.1. if the incident that gave rise to the claim under **Your CV Insurance Policy** happened before the **Start Date of Cover**, as stated on **Your Policy Schedule**;
- 5.2. if **You** were aware at the **Start Date of Cover** that **You** were going to make a claim under **Your CV Insurance Policy**;
- 5.3. if **Your** country of residence is outside of the **UK** or the Isle of Man or **You** are unable to provide appropriate evidence that **Your** main residence is in the **UK** or the Isle of Man.
- 5.4. where no **Excess** was paid by **You** or deducted from the claim settlement by the insurer of **Your CV Insurance Policy**;
- 5.5. if **Your** claim under **Your CV Insurance Policy** was not successful or was for less than the amount of the **Excess**;
- 5.6. where any amount contributed by **You** or deducted from the settlement of **Your** claim is not clearly stated in **Your CV Insurance Policy** as being the policy **Excess**;
- 5.7. any claim for **Your Excess** where **You** are unable to provide confirmatory evidence from the insurer of **Your CV Insurance Policy** to support **Your** claim, or **We** are unable to validate whether the incident which gave rise to a claim occurred;
- 5.8. where the **Excess** required from **You** under **Your CV Insurance Policy** has already been provided by another party;

- 5.9. where the **Excess You** paid was under **Your CV Insurance Policy** and **Your** claim under that policy was in respect only of glass repair or replacement;
- 5.10. where the **Excess You** paid was under a **CV Insurance Policy** and the vehicle was used for:
- hire and reward;
 - 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;
 - any business use other than Class One Business Use as normally defined by motor insurers;
 - any purpose in connection with the motor trade;
- 5.11. If **Your** claim results in any way from war, terrorism, or nuclear risk. For the purposes of this exclusion:

“**War**” means invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

“**Terrorism**” means any act of any person or organization involving, causing, or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

“**Nuclear Risk**” means damage or destruction caused by, contributed to, or arising from:

- Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

6. CANCELLATION

- 6.1. **You** may cancel **Your Policy** within 14 days of receiving **Your** documents (cooling-off period) and **You** will be entitled to a full refund of **Your Premium** as long as **You** have not made a claim and do not intend to make a claim.
- 6.2. **You** can cancel at any time after the 14-day cooling-off period and **We** will make a proportionate refund of the **Premium You** paid for the **Period of Insurance** remaining, as long as **You** have not made a claim and do not intend to make a claim. However, such refund may be subject to an administration charge of £5 from Bettersafe.com. To cancel cover please email or telephone Bettersafe.com.
- 6.3. **We** may cancel **Your Policy** at any time by giving **You** 30 days' written notice to **Your** last known email address (or mailing address if **You** do not have an email address) provided by **You**. **We** will pay a proportionate refund of the **Premium You** paid for the **Period of Insurance** remaining.
- 6.4. **We** may cancel **Your Policy** due to **Your** non-payment of **Your Premium**, or if **You** use threatening or abusive behaviour or language or **We** have reasonable suspicion of fraud. This is not an exhaustive list.

7. HOW TO MAKE A CLAIM

7.1. STEP ONE – CHECK YOUR POLICY WORDING

Read this **Policy** first so that **You** are satisfied that **You** are covered for the claim **You** want to make. Read any exclusions that may apply and make sure **You** understand them.

7.2. STEP TWO – NOTIFY THE CLAIM

All claims must be notified to the Administrator; their details are below. **You** should do this within 30 days of the date **Your** claim under **Your CV Insurance Policy**. If **You** do not, it might mean that **We** will be unable to reimburse **You** for the **Excess**.

Please contact:

The Claims Department
Commercial and General Ltd
Marvan Court
1 Waldegrave Road
Teddington
TW11 8LZ

Telephone: +44 (0)20 3740 4431

Email: claims@comandgen.com

Please tell the Administrator the Policy Reference Number which is shown on **Your Policy Schedule**. If **You** are not sure whether **You** can claim, please talk to the Administrator who will be happy to help **You**.

7.3. STEP THREE – AFTER THE CLAIM IS NOTIFIED

The Administrator will send **You** a claim form, which **You** should fill in and send back to them as soon as possible, along with copies of these documents and information:

- **Your** credit card statement or a screenshot proving the amount of **Excess** was paid by **You** (if applicable).
- **Your** Commercial Vehicle Excess Reimbursement **Policy Schedule**.
- **Your CV Insurance Policy** certificate and details of any **Excesses** that apply.
- **Your** driving licence.
- A settlement letter from the insurer of **Your CV Insurance Policy** showing the amount **Your** claim has been settled for.
- Any photographs of the items showing the damage (and before the damage if available).
- Police report (if applicable).
- Any additional information **You** wish to enclose to substantiate **Your** claim.

The Administrator will let **You** know if they need any more information or documentation from **You**. **You** may be required, on request, to provide proof of **Your** residency in the UK or the Isle of Man.

7.4. STEP FOUR – PAYMENT

If and when **Your** claim is approved by **Us**, the Administrator will pay the amount **Your** claim settlement to the UK or Isle of Man bank account **You** have nominated. Alternatively, the Administrator can arrange payment to be made to the vehicle repairer or garage who have repaired **Your** vehicle.

Please Note: Failure to follow these steps may delay and / or jeopardise the payment of Your claim.

8. CLAIMS CONDITIONS

8.1. CLAIMS CONDUCT

You must give the Administrator any information or help that they ask for and **You** must not settle, reject, negotiate, or agree to pay any claim without their written permission. No person is entitled to admit liability on **Our** behalf or to give any representations or other

undertakings binding upon **Us** except with **Our** written consent. **We** shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in **Your** name.

8.2. 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**. Any amounts that are recovered will belong to **Us** and **You** must provide all reasonable assistance to help **Us** obtain a recovery.

8.3. OTHER INSURANCE

If **You** were covered by any other insurance for the same **Excess**, **We** will only pay **Our** share of the claim.

8.4. KEEPING TO THE TERMS

We will only give **You** the cover that is described in this **Policy** if **You** comply with all its terms.

8.5. ACCESS TO INFORMATION

By taking out **Your Policy** and submitting a claim to **Us**, **You** give us **Your** express permission to contact the insurer of **Your CV Insurance Policy** or any third-party involved in the incident that gave rise to **Your** claim, such the driver of, and any passenger in, your commercial vehicle, any pedestrian, the driver or any passenger of any other vehicle involved in the incident, the police, or any repairer, garage, breakdown recovery, or roadside assistance provider in order to validate any information **You** have provided.

8.6. FRAUDULENT CLAIMS OR MISLEADING INFORMATION

We take a robust approach to fraud prevention in order to keep **Your Premium** costs down. If any claim under **Your Policy** is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this insurance, **Your** right to any benefit under this insurance will end, **Your** cover will be cancelled and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the police.

9. COMPLAINTS

9.1 COMPLAINTS ABOUT THE SALE OF ADMINISTRATION OF YOUR POLICY

If **You** wish to make a complaint about any aspect of this **Policy**, please contact:

The Managing Director
Commercial and General Ltd
Marvan Court
1 Waldegrave Road
Teddington
TW11 8LZ
Telephone: +44 (0)20 3740 4431
Email: complaints@comandgen.com

9.2. IF YOU REMAIN DISSATISFIED

If **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to the Financial Ombudsman Service, which is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: +44 (0) 20 7654 1000

Facsimile: +44 (0) 20 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

A referral to the Financial Ombudsman Service does not affect **Your** right to take separate legal action.

10. LEGAL AND REGULATORY INFORMATION

10.1. LAW AND LEGAL PROCEEDINGS APPLICABLE

Unless **You** and **We** agree otherwise, the law which applies to this **Policy** is the law which applies to the part of UK or the Isle of Man in which **You** live.

Any legal proceedings between **You** and **Us** in connection with this contract will, therefore, only take place in the courts of the part of the UK, or the Isle of Man in which **You** live.

10.2. 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** obligations to **You** under this contract.

Further information can be obtained from The Financial Services Compensation Scheme:

Telephone: 0800 678 1100 or 020 7741 4100

Website: www.fscs.org.uk.

10.3. SANCTIONS

We will not provide any benefit under this **Policy** if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

10.4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This insurance is a legally binding contract between **You** and **Us** and does not give, or intend to give, rights to anyone else. Only **You** or **Us** can enforce the terms of this contract.

10.5. PRIVACY AND DATA PROTECTION NOTICE

The Insurer, Bettersafe.com, and the Administrator are committed to protecting and respecting **Your** privacy in accordance with the current data protection legislation.

The Insurer, Bettersafe.com, and the Administrator will individually collect and maintain **Your** personal data in order to administer **Your Policy** and provide to **You** the services detailed within this **Policy** wording.

The Insurer, Bettersafe.com, and the Administrator act as independent data controllers in their own right. Their purpose for collecting, using, sharing, transferring, and storing **Your** personal data may differ.

For further details of how of the Insurer, Bettersafe.com, and the Administrator use the personal information that **You** provide in order to purchase **Your Policy** and **Your** individual data privacy rights please view the privacy policies at the URL links below in **Section 10.6. Privacy Policies**.

If **You** do not have access to the internet, please contact Bettersafe.com and they will send **You** a printed copy of the privacy policies.

10.6. PRIVACY POLICIES

THE INSURER

For the full Newline Insurance Company Ltd privacy policy please follow this link <https://newlinegroup.com/privacy-statement/>.

Further enquiries in relation to data held by Newline Insurance Company Ltd should be directed to the Data Protection Officer at 1st Floor, Fen Court, London, EC3M 5BA, or by emailing DPO@newlinegroup.com.

BETTERSAFE.COM OR THE ADMINISTRATOR

For the full Bettersafe.com privacy policy please follow this link
<https://www.bettersafe.com/privacy-policy>.

Further enquiries in relation to data held by Bettersafe.com or the Administrator should be directed to the Data Protection Officer, Commercial and General Limited, Marvan Court, 1 Waldegrave Road, Teddington, TW11 8LZ or by emailing enquiries@bettersafe.com.