



Universal Insurance Company (Guernsey) Limited
Motor Excess Protection Insurance for Learner Drivers
Policy Wording for Short Term Motor Insurance

Thank you for choosing to buy Universal Motor Excess Protection Insurance from one of the Sky Insurance websites.

Subject to payment of the premium, the Insurer will pay on **your** behalf any **excess** due as a result of an insured incident being either **your** fault, or partial fault, or the fire or theft of the insured vehicle, to be paid by **you** under the terms of **your motor insurance policy** occurring within the territorial limits up to a maximum of 1 claim in any one period of cover, as shown on this **policy schedule**. This is subject to the claim exceeding the policy excess applicable.

This **policy** document is evidence of a legally binding contract of insurance between **you** and **us**. The **insurer** will indemnify the **insured person(s)** subject to the terms, conditions, clauses and exclusions of this insurance **policy** during the period of insurance stated on the **policy schedule**.

Information and statements supplied by the **insured person(s)** have been relied upon by the **insurer** when entering into this contract of insurance. This information and statements together with this **policy, including the policy schedule** must be read together as they constitute a legally binding contract of insurance between the **insured person(s)** and the **insurer**.

The **policy schedule** tells **you** the effective date and time of cover together with the limit of indemnity. Words which appear in **bold italics**, have the meanings given to them in the policy definitions section of the policy wording. This wording clearly sets out the details of **your** insurance cover. Please read these carefully, and in particular the **policy summary** to make sure it meets **your** needs.

Unless specifically agreed otherwise, this insurance shall be subject to Guernsey Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the policy.

This insurance has been effected with and is signed on behalf of Universal Insurance Company (Guernsey) Limited.

Company Signatory:

M J Daly, Managing Director,
Universal Insurance Company (Guernsey) Limited.

Universal Insurance Company (Guernsey) Limited is a company registered in the Bailiwick of Guernsey under the Companies (Guernsey) Law 2008 and is regulated under the Insurance Business (Bailiwick of Guernsey) Law, 2002.
Company No. 2257613

Registered Office Address:
PO Box No: 549, Town Mills, Rue du Pre, St Peter Port, Guernsey, GY1 6HS

Policy definitions

Certain words and expressions used in this **policy** have a specific meaning. To help identify these **we** have printed them in **bold italics** throughout.

Certificate of Motor Insurance - the document headed **Certificate of Motor Insurance**, which provides evidence of the existence of motor insurance as required by law.

Excess Protection Insurance – an optional insurance policy available to cover the **excess** applicable to the **insured vehicle**.

Excess - the amount **you** must pay under the terms of **your** motor insurance policy, subject to a maximum of the amount shown on the **policy schedule**.

Insured Incident - any incident which;

- a) **you** are wholly or partially responsible for, or
- b) is caused by an unidentifiable **third party**, or
- c) is caused by an uninsured driver.

This must involve the **insured vehicle**, and occur during the **period of insurance**, and the incident is subject to a valid claim under the **motor insurance policy** arising from malicious damage, accidental damage, fire, theft or attempted theft .

Insured Person(s) – **you** and any named drivers on the **certificate of motor insurance** who holds a current valid UK, EU or EEA driving licence.

Insured Vehicle – the vehicle declared and stated on the **certificate of motor insurance**.

Insurer – Universal Insurance Company (Guernsey) Limited

Limit of Indemnity - The maximum amount the **insurer** will pay for any one claim under this insurance is **shown on the policy schedule**.

Period of cover – the period not exceeding 140 days from the effective date shown on the **policy schedule** and for which **you** have paid and **we** have agreed to accept a premium.

Policy - shall mean this Motor Excess Protection insurance policy.

Policy Schedule - the document headed **policy schedule**, which gives details of the persons Insured, the **insurer**, the Insurance Document number, details of the **insured vehicle**, the cover, the amount of the policy excess, the premium and the **Rental Period**.

Territorial Limits – The **United Kingdom** only.

Third Party - the other person(s) and/or party(s) involved in the **insured incident**, excluding the **insured person(s)** as defined in the **policy schedule**.

Motor Insurance Company – the company providing insurance cover for the vehicle stated in the **policy schedule**.

We/Us/Our - shall mean Universal Insurance Company (Guernsey) Limited.

You/Your - shall mean the person(s) named on the **policy schedule** who has taken out and paid for this insurance.

What this Policy will cover

This insurance provides for a return of the **excess** stated on **your motor insurance policy** schedule if **you** suffer a financial loss as a result of an **insured incident**, as long as this financial loss exceeds **your excess**. The maximum amount payable per claim is the **excess** shown on **your motor insurance** policy schedule and deducted by **your** insurers. Only one claim is permitted in any one **period of cover**.

Midterm Adjustments

No changes to the policy are permitted

Your Right to Cancel

You may cancel the policy at any time. You must notify us of this in writing and return the Collision Damage Waiver Insurance policy schedule to the address shown on the documentation provided to you. There is no cancellation refund due to the nature of the contract and associated administration costs.

What this Policy does not cover (Exclusions)

1. A claim where **your Excess** has already been repaid, waived or recovered and therefore no financial loss has been suffered by **you**.
2. An **insured incident**, which happened outside the period of cover under this **policy**.
3. Any claim under this **policy** reported to **us** more than 30 days following the date of the incident.
4. Any claim submitted under this **policy** within 30 days and acknowledged by **us** where **you** have not submitted any supporting evidence within 365 days of the incident.
5. Any contribution or deduction from the settlement of **your** claim against **your** motor insurance policy other than the stated **policy excess**, for which **you** have been made liable.
6. Liability attaching as a result of an agreement or contract unless that liability would have existed otherwise.
7. Declined or refused claims under the motor insurance policy.
8. An **excess** in respect of personal effects, accessories, audio/visual equipment (such as car phone, satellite navigation systems, CD or cassette player, radios etc.).
9. Claims where the **insured vehicle** has been used for hire or reward.
10. An **insured incident** arising out of the use of an **insured vehicle** by the **insured person(s)** in connection with racing, rallies, trials or competitions of any kind.
11. Mis-fuelling – excludes any claim in respect of any **excess** relating to the use of the wrong fuel.
12. Any claim relating to glass/ windscreens or sunroofs.
13. Any claim under **your motor insurance policy** which was as a result of attempted theft, theft or malicious damage to the insured vehicle and has not been reported to the Police.
14. Any claim due to a deliberate non-disclosure or criminal act, which is found to the satisfaction of the **Insurer** to be of a fraudulent or false nature. The **insured person(s)** will be held responsible for any costs paid or due where this happens.
15. A claim under **your** motor insurance policy that arises from the **insured person(s)** unlawful use of drink or drugs.
16. Any claim caused directly or indirectly by or arising from any of the following, regardless of any other contributory cause or event;
 - (i) 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;
 - (ii) Any action taken in controlling, preventing, suppressing or in any way relating to (i) above except as is necessary to meet the requirements of the Road Traffic Acts.
 - (iii) Ionising radiation or radioactive contamination from nuclear fuel or waste; or
 - (iv) The radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.
17. Non fault incidents where the policy **excess** is recoverable from the **third party**

General Conditions

The following conditions must be complied with by **you, for you** to have the full protection of **your policy**.

1. This **policy** will continue to respond for the period stated in the **motor insurance policy** or until **your** chosen level of cover under this **policy** has been reached; whichever comes first.
2. You must be insured under a valid **motor insurance policy** for the duration of this policy.
3. The **policyholder** as stated in the **policy summary** must match the insured persons(s) on the **certificate of motor insurance**.
4. If **you** make a claim which is at all false or fraudulent, or support a claim with any false or fraudulent statement or documents, You will lose all benefit and the premium **you** have paid for this policy.
5. The **insurer** will be entitled to take over and conduct at the **insurer's** expense in **your** name, legal proceedings to recover for the **insurer's** own benefit any payments made under this policy. **You** must give the **insurer** all the help and information they may need.
6. If at the time of any **insured incident**, there is any other insurance, which provides cover for the loss, or any part of it, the **insurer** will only be responsible for the amount not recoverable under that insurance.
7. **You** must have taken relevant steps to protect against loss or additional exposure to loss.
8. The insurance described in this insurance document will only apply if the person claiming has observed all the terms conditions that apply.
9. **Relevant Contract Law** - Guernsey Law will apply to this contract.
10. **Applicable language** - The terms and conditions and all other information concerning this insurance are supplied in the English language and we undertake to communicate in this language for the duration of the policy.
11. **The Contracts (Rights of Third Parties) Act 1999** save for the rights granted to **insured person(s)** and the **insurer** under this contract, any person or company who is not party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have in law.
12. **Cancellation** - Procedures are explained below dependent on who invokes cancellation:

The Policyholder - where **you** cancel the **motor insurance policy**, this **policy** will also be cancelled from the same date. However, there will be no return premium due to the nature of short term policies. There is no 'cooling-off' period for policies of less than one calendar month's duration.

The Insurer - the Insurer may cancel this insurance by sending at least three days written notice to **your** last known address.

Any such cancellation by **you** or the **insurer** will not affect any rights and responsibilities arising before cancellation takes place.

How to make a claim

If **you** wish to make a claim under this **policy** due to an **insured incident**, **you** must report it to **Your** Broker where **you** purchased the **policy** immediately or no later than 30 days from the date of the incident.

To consider **your** claim, the **insurer** of this **policy** will require the following supporting documentation:

- (i). A Copy of **your excess** receipt from the repairers, where applicable or
- (ii). A copy of the final settlement letter from the **motor insurance company** showing any **excess** deducted.

Please remember to provide all of the information and documentation that has been requested to your broker as failure to do so may result in a claim not being paid.

Fraudulent claims

We will not pay for any loss, damage or liability if **you** or any other person covered by this policy or anyone acting for **you** makes a claim that is fraudulent or exaggerated in any way, makes a false statement or provides false or stolen documents to support a claim. In such circumstances **we** will cancel this insurance contract without refunding any premium and will seek to recover any costs that **we** have incurred from **you**.

Use of personal information

Insurance Administration

Information **you** supply may be used for the purposes of insurance administration by the insurer and its agent, by re-insurers and **your** intermediary. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may, also, be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

Information on Products and Services

We may use the details **you** have provided to send **you** information about **our** other products and services or to carry out research. **We** may contact **you** by letter, telephone or e-mail. Please be reassured that **we** won't make **your** personal details available to any companies outside of **our** company. If **you** would prefer not to receive information from **us** or those companies who participate in research on **our** behalf, simply write to the Data Protection Officer at:

Universal Insurance Company (Guernsey) Limited,
PO Box No: 549, Town Mills, Rue du Pre
St Peter Port
Guernsey, GY1 6HS

Contact Information

You should refer all enquiries to the Broker where this policy was purchased in the first instance.

We would like to know what **you** think about the service **we** give **you**. Please let **us** know if **you** have any suggestions or feedback for **us**.

Email: customer.services@universalinsurancecompanyguernsey.com

Please remember that **you** will need the policy number each time **you** contact **us**.

If you need to complain

We aim to provide **you** with a high level of service at all times. However, there may be a time when **you** feel that **our** service has fallen below the standard **you** expect. If this is the case and **you** want to complain, **We** will do **our** best to try and resolve the situation.

a) There are several ways **you** can contact **us**:

Email: customer.services@universalinsurancecompanyguernsey.com

By Post:

The Customer Services Manager
Universal Insurance Company (Guernsey) Limited
PO Box No: 549, Town Mills, Rue du Pre
St Peter Port
Guernsey, GY1 6HS

We will either acknowledge **your** complaint within 5 working days of receipt, or offer **you our** final response if **we** have concluded **our** investigations within this period.

When **we** acknowledge **your** complaint, **we** will advise **you** who is dealing with it and when **we** expect to respond. **We** aim to respond fully within 8 weeks. However, if **we** are unable to provide a final response within this period, **we** will write to **you** before this time and advise why **we** have not been able to offer a final response and how long **we** expect **our** investigations to take.

Final Point of Contact

If **you** are not satisfied with **our** final response to **your** complaint, **you** can refer **your** complaint to the Channel Islands Financial Ombudsman ("CIFO").

You can contact CIFO at:

Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands, JE4 9QG

Email: enquiries@ci-fo.org | Website: www.ci-fo.org

Jersey local phone: 01534 748610 | Guernsey local phone: 01481 722218 | International phone: +44 1534 748610

This complaints procedure does not affect **your** statutory rights.

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