
Your Gladiator Excess Protection Insurance

Demands and Needs Statement

This policy meets the demands and needs of a driver whose vehicle or hire vehicle has suffered malicious damage, fire, vehicle attempted to be stolen or stolen (recovered and non-recovered), or has been involved in an accident where the excess cannot be claimed back from any third party. This **policy** will cover **you** against a financial loss incurred as a result of having to meet the full amount of the stated excess in respect of a claim made on **your** Motor Vehicle Insurance Policy or Motor Vehicle Hire Insurance Policy within the terms of and conditions of your Gladiator Excess Protection Insurance.

Gladiator does not make personal recommendations as to the suitability of the Policy to individual circumstances.

Policy Summary

The following summary for Gladiator Excess Protection Insurance does not contain full terms and conditions of Your Excess Protection Insurance contract. For a full explanation of the terms and conditions, please refer to the main policy wording which follows this Policy Summary.

Name of The Insurance Undertaking

This policy is administered by Adding 1, St Hellier, Jersey and is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Group. Inter Partner Assistance is a Belgian Prm of Avenue Louise, 166 bte1, 1050, Brussels, which has a branch office in the UK regulated by the Financial Services Authority (FSA) (FSA register number 202664). IPA's registered address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK, RH1 1PR. (company number FC008998).

Type of Insurance and Cover Excess Protection

The Gladiator Excess Protection Insurance provides cover to claim back any excess paid by You after a claim has been made on your Motor Insurance Vehicle Policy or Motor Vehicle Hire Insurance Policy, in which the excess cannot be recovered from a third party, up to the limit of excess cover purchased by You.

Significant Features and Benefits:

- Cover is provided for the excess that you would have been responsible for following the successful settlement of a claim under your Motor Vehicle Insurance Policy or Motor Vehicle Hire Insurance Policy.
- We will pay you an amount equal to the excess in relation to each settled claim on your Motor Vehicle Insurance Policy or Motor Vehicle Hire Insurance Policy up to your cover limit in respect of claims arising from fire, theft, flood or vandalism or an accident where you were at fault or partially at fault, or where within 6 months You are unable to recover your Excess from a liable third party.

Significant and Unusual Exclusions or Limitations

- Claims of a lower value than the value of the excess of your Motor Vehicle Insurance Policy or Motor Vehicle Hire Insurance Policy (see Section 5.1)

- Claims that take place outside the period of insurance of this policy (see Section 5.2)
- Claims not notified to us within 31 days of the settlement of payment from your Motor Vehicle Insurer or Motor Vehicle Hire Insurer (see Section 5.3)
- Insurance claims refused by your Motor Vehicle Insurer or Motor Hire Vehicle Insurer (see Section 5.7)
- Any excess claim arising from a glass repair or glass replacement excess (see Section 5.11)
- Claims where the insured incident took place outside of the UK territorial limits (see Section 5.12)

Duration

The period of cover for the Gladiator Excess Protection Insurance runs concurrent with the Motor Insurance Vehicle Policy and does not exceed twelve months.

Cancellation

You may cancel Your Policy and receive a full refund up to 14 days after receipt of the policy documents, subject to no claim having been made upon the Policy. If You do not exercise this right to cancel Your Policy, it will remain in force for the term of the Policy and You will be required to pay the Premium. If You want to cancel Your Policy after 14 days no refund will be payable.

Making a Claim

You can claim via the web site www.paymyexcess.com/axa or by calling Us on 0845 600 4202. We will ask You send some related documents in order to process Your claim.

Complaints Procedure

If You are not satisfied with any aspect of this Policy or Our service, please contact Us on 0870 609 0023 or write to: Quality Manager, Inter Partner Assistance SA, 106-118 Station Road, Redhill, Surrey, UK. RH1 1PR.

If Your complaint is not resolved You can refer Your complaint to the Financial Ombudsman Service.

Are We Covered by the Financial Services Compensation Scheme?

Able Insurance Services Limited and Inter Partner Assistance SA are covered by the FSCS. You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claims costs. For further information visit www.fscs.org.uk

Important

This Policy and the Certificate of Insurance must be read together as they form Your insurance contract.

Your Gladiator Excess Protection Insurance

This is to confirm that Inter Partner Assistance SA will provide cover described below during the Period of Insurance. Cover is subject to the terms and conditions that follow.

Payment of the Gladiator Excess Protection Insurance Premium must be paid before cover is provided.

Axa Assistance UK Limited provides the benefits under this Policy, however the contract is between Inter Partner Assistance SA and the policyholder.

Section 1: Definitions

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

1. "Annual Aggregated Cover Limit" means the total amount of cover available under this policy in each year of cover. 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 ever comes first. Once the Annual Aggregated Cover Limit is exhausted You are then liable for all and any future Excess payments as defined in Your main Personal Vehicle insurance policy for the remainder of this period of insurance.

2. "Axa" are the insurance company that own Inter Partner Assistance SA.

3. "Certificate of Insurance" this forms part of this policy document and contains the name of the policyholder and gives details of the cover provided by this policy and the motor vehicle(s) to which this cover relates.

4. "Commercial Travel" means commercial use by sales representatives.

5. "Excess" means the amount You must pay *in the event of a claim* under the terms of Your Motor Vehicle Insurance Policy or Motor Vehicle Hire Insurance Policy.

6. "Insurer." This policy is underwritten by Inter Partner Assistance SA (IPA), which is fully owned by the AXA Group. Inter Partner Assistance is a Belgian Prm of Avenue Louise, 166 bte1, 1050, Brussels, which has a branch office in the UK regulated by the FSA, register number 202664. IPA's registered address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK, RH1 1PR. (Company number FC008998)

7. "Monetary Limits." We can insure You up to the amount of the cover limit as specified on the Certificate of Insurance.

8. "Motor Vehicle" a motor 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 and which You are authorised to drive.

9. "Motor Vehicle Hire" means the vehicle owned by a licensed rental company or agency, which you have agreed to hire from them according to the terms of your rental agreement.. The hired vehicle must not exceed the limitations as stated under the definition of motor vehicle.

10. "Motor Vehicle Hire Insurance Policy" means the insurance policy issued by an authorised UK motor insurer to you in respect of a motor vehicle that you have hired.

11. "Motor Vehicle Insurance Policy" means the insurance policy issued by an authorised UK motor insurer to You in respect of Your Motor vehicle.

12. "Motor Insurer" means an authorised UK motor insurer.

13. "Named Driver(s)" means drivers in addition to You who are permitted to drive under the terms of Your Motor Insurance Vehicle Policy or Motor Vehicle Hire Insurance Policy.

14. “Participating Agent” means Able Insurance Services Ltd trading as Gladiator who are authorised to accept insurance, collect Premiums and issue policies on behalf of the underwriters.

15. “Period of Insurance” means the period for which we have accepted the premium as stated in Your Certificate of Insurance.

16. “Premium” means the payment, which needs to be paid to the Participating Agent by You to get the benefit of this policy.

17. “Waived or Reimbursed” means where a third party has already made good the excess, which is the first amount of any claim, shown in the schedule under own damage of Your motor insurance policy.

18. “We/Us/Our” means Inter Partner Assistance (UK branch), The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. In the Data Protection Act section of this policy 'We' also means your FSA authorised intermediary and Adding1 who will be administering the Policy.

19. “You/Your/Insured Person” means the person whose name appears at the top of Your Certificate of Insurance.

Section 2: What is Covered?

Who is Covered?

1. Any person who is permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).

2. Any person who has a current and valid UK driving license, or holds a full internationally recognised license.

What is Covered?

Any Motor Vehicle owned, leased or hired by You and specified in Your underlying Motor Vehicle Insurance Policy or Motor Vehicle Hire Insurance Policy.

Cover Provided

1. Subject to the appropriate premium being paid, We will pay You in each relevant Period of Insurance, an amount equal to the Excess in relation to each settled claim on Your Motor Vehicle Insurance Policy up to Your Annual Aggregated Cover Limit in respect of claims arising from fire, theft, flood or vandalism or an accident where you were at fault or partially at fault, or where within 6 months You are unable to recover Your Excess from a liable third party. This applies to a motor vehicle in your name or a motor vehicle that you have hired.

2. Coverage limits available:

- A) £250 in any one policy period.
- B) £500 in any one policy period.
- C) £1,000 in any one policy period.

3. Please refer to the Certificate of Insurance for Your Annual Aggregated Cover Limit (Section 1: Definitions).

Section 3: How to Make a Claim

Making a Claim: Claim via the Internet

If You wish to claim under Your Gladiator Excess Protection Insurance You should go to: www.paymyexcess.com/axa

You will be able to complete this claim form online.

Once You have received an email confirming Your claim number from AXA Assistance You should send the following:

- 1) A copy of the acknowledgement email received from Axa Assistance.
- 2) A copy of Your Gladiator Excess Protection Certificate of Insurance.
- 3) 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 online with all the required supporting documentation to:

**AXA Assistance UK Ltd Excess
Claims
PO Box 693
Redhill
RH1 9DL**

Making a Claim: Claim via the Post

Please call AXA Assistance on 0845 600 4202. They will send You an acknowledgement letter and claim form by post for You to complete.

Please post a copy of the acknowledgement letter (which contains Your claim reference number) and completed claim form with the following supporting documentation:

- 1) A copy of Your Gladiator Excess Protection Certificate of Insurance.
- 2) A copy of Your settlement letter from Your insurance company, which must state the amount settled and the excess deducted.

To:

**AXA Assistance UK Ltd Excess
Claims
PO Box 693
Redhill
RH1 9DL**

If You need to call AXA Assistance please call 0845 600 4202 or email excess@axa-assistance.co.uk

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

Section 4: General Conditions

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

1. The Gladiator Excess Protection Insurance will continue to respond for the period of insurance or until Your chosen Annual Aggregated Cover Limit on this Gladiator Excess Protection Insurance is exhausted i.e. whatever comes first.

Cover is provided under the following “use types”:

- a) Social Domestic and Pleasure
- b) Business use by the Policyholder
- c) Personal use by Named Drivers
- d) Business use by policyholder and Named Drivers

2. The Motor Vehicle Insurance Policy or Motor Vehicle Hire Insurance Policy that You have must be current and provided by an FSA regulated and authorised UK insurer.

3. The Policyholder as stated on the Certificate of Insurance must match the lead name of the individual on the Motor Vehicle Insurance Policy or on the Motor Vehicle Hire Insurance Policy that has responded and to which this policy will respond to the amount of the excess.

4. The Gladiator Excess Protection Insurance will continue to respond for the period of the insurance or until Your Annual Aggregated Cover Limit on this Gladiator Excess Protection Insurance is exhausted; whichever comes first.

5. 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.

6. 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.

7. 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.

8. Reasonable precautions - You must take reasonable steps to safeguard against loss or additional exposure to loss.

9. 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 the terms of the Gladiator Excess Protection Insurance, as far as they apply.

10. 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.

Section 5: What is not Covered (Exclusions)

1. Any claim that Your Motor Vehicle Insurance Policy or the Motor Vehicle Hire Insurance Policy does not respond to or where the excess is not exceeded.

2. Any claim on the Motor Vehicle Insurance Policy or the Motor Vehicle Hire Insurance Policy which occurred prior to the attachment date of this insurance as shown on Your Certificate of Insurance.

3. Any claim notified to us more than 31 days following the settlement of Your claim by Your Motor Vehicle Insurer or Motor Vehicle Hire Insurer.

4. Any contribution or deduction from the settlement of Your claim against Your Motor Insurance Policy or the Motor Vehicle Hire Insurance Policy other than the stated policy excess, for which You have been made liable.

5. Where a third party has waived or reimbursed You and made good the excess, which is the first amount of any claim, shown in the schedule under own damage of Your Motor Insurance Policy or the Motor Vehicle Hire Insurance Policy.

6. Any liability You accept by agreement or contract, unless You would have been liable anyway.

7. Any claim that is refused by Your Motor Vehicle Insurer or Motor Vehicle Hire Insurer to whom You are claiming.

8. 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 Insurance Policy.

9. Any losses caused by war, revolution or any similar event.

10. Any losses caused by:

- ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or

- radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

11. Any excess that has been paid on the Motor Vehicle Insurance Policy or Motor Vehicle Hire Insurance Policy for any claim for glass repair, or glass replacement.

12. Any claim where the insured incident took place outside of the UK territorial limits.

Governing Law and Language

This insurance shall be subject to English Law, unless specifically agreed to the contrary. All communication is to be conducted in English.

Cancellation Rights

Able Insurance Services Limited will refund the Insured's premium in full, if within 14 days of receiving policy documents, the Insured decides that it does not meet their needs, providing that they have not made a claim, a full refund will be given of the Premium paid by contacting Able Insurance Services Ltd, Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN (the Participating Agent). If You do not exercise this right to cancel Your Policy, it will remain in force for the term of the Policy and You will be required to pay the Premium. After this 14 day period, You can cancel it at any time however; no refund of Premium will be given, subject to the discretion of Able Insurance Services Ltd.

We may cancel this policy at any time by sending 7 days written notice to your last registered address.

How to Make a Complaint

Stage 1

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:

The Quality Executive,
Able Insurance Services Limited,
Ellipse,
Padley Road,
Swansea,
SA1 8AN.

Telephone: 0800 952 1333
Email: gladiatorquality@aisl.uk.com

If You remain dissatisfied then You should address Your enquiry / complaint to:

The Quality Manager,
Inter Partner Assistance SA,
The Quadrangle,
106-118 Station Road,
Redhill,
Surrey,
RH1 1PR

Telephone: 0870 609 0023

Stage 2

If You have received a Final Response and You are still dissatisfied You may refer Your case to the Financial Ombudsman Service (Ombudsman):

The Financial Ombudsman Service,
South Quay Plaza,
183 MarshWall,
London,
E14 9SR.

Telephone: 0800 0 234 567
free for people phoning from a 'fixed line
(e.g. a landline at home).

0300 123 9 123
Free for mobile phone users who pay a
monthly charge for calls to numbers
starting 01 or 02.

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

Financial Services Compensation Scheme

Inter Partner Assistance SA is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet Our obligations. This depends on the type of business and circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS. The FSCS is a safety net for customers of financial services firms. Further information can be obtained from the website www.fscs.org.uk

Providers and Suppliers

Supplied by Able Insurance Services Limited (trading as Gladiator, FSA Registration 311649) Ellipse, Ground Floor, Padley Road, Swansea SA1 8AN and is administered by Adding1, St Hellier Jersey and is underwritten by Inter Partner Assistance SA (IPA), which is wholly owned by the AXA group FSA registration 202664, registered office The Quadrangle, 106 – 118 Station Road, Redhill, Surrey, RH1 1PR (Home State: United Kingdom).