



EXCESS PROTECTION INSURANCE

Terms And Conditions

Statement of Demands and Needs

This policy meets the demands and needs of a driver who needs to pay an excess following a claim (Windscreen claims are excluded) on their motor vehicle insurance policy, where the excess cannot be claimed back from a third party. This policy will cover you against a financial loss if you have to pay your excess in full in respect of a claim on your motor vehicle insurance policy within the terms 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 does not contain full terms and conditions of the cover which can be found in the policy document. It is important that you read the policy document carefully which follows this policy summary.

Name of The Insurance Undertaking

This policy is administered by Adding1 Limited who's registered office is No. 3 The Forum, Grenville Street, St Helier, Jersey, JE4 0WQ and are regulated by the Jersey Financial Services Commission for the conduct of General Insurance Mediation Business. Company Registration No. 94484 and is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm registration number is 202664. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Type of Insurance and Cover

The Gladiator excess protection insurance provides cover to claim back any excess paid by you after a claim has been made on your motor vehicle insurance policy, in which the excess cannot be recovered from a third party, up to the cover limit 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.

We will pay you an amount equal to the excess in relation to each settled claim on your motor vehicle insurance policy up to your cover limit for claims arising from: -

- Fire
- Theft
- Flood
- Vandalism
- 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 (see section 5.1)

Claims that take place outside the period of insurance (see section 5.2)

Claims not notified to us within 31 days following the settlement of your claim by your motor insurer (see section 5.3)

Claims refused by your motor insurer (see section 5.7)

Claims arising from a glass repair or glass replacement (see section 5.9)

Claims where the incident took place outside of the territorial limits (see section 5.10)

Duration

The period of insurance for the Gladiator excess protection insurance runs concurrent with the Gladiator insurance policy and does not exceed twelve months.

Cancellation

You may cancel this product and receive a full refund, subject to you not making a claim, if you inform Gladiator within 14 days from the receipt of the confirmation letter.

Should you cancel outside the 14 day cancellation period, no refund of payment will be given.

Please contact Gladiator, Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN or call 0333 220 2095.

Making a Claim

Your claim will be handled by AXA Assistance (UK) Ltd, Tel: 0330 123 3558 or via the website www.excessclaim.co.uk. For full details of how to claim, see the policy wording which follows. (Section 3)

Complaints Procedure

Complaints should be made to:

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

Tel: 0330 123 3547

Email: quality.assurance@axa-assistance.co.uk

If You have had our final response and you are still unhappy, or more than 8 weeks have passed since your original complaint was received, you may refer your complaint to the Financial Ombudsman Service (FOS) at South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

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

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

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

Are We Covered by the Financial Services Compensation Scheme?

We are members of the Financial Services Compensation Scheme (FSCS) and 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 claim costs. You can get more information about the compensation scheme arrangements from the FSCS.

The contact information is:

The FSCS, 10th Floor
15 St Botolph Street
London
EC3A 7QU

www.fscs.org.uk

Tel: 0207 741 4100 or 0800 678 1100

Email: enquiries@fscs.org.uk

Terms and Conditions

Your Excess Protection Insurance

Policy Document

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 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

Each of the words or phrases listed below will have the same meaning wherever they appear.

Able

Able Insurance Services Ltd trading as Gladiator.

Cover Limit

The total amount of cover available under this policy. Once Your Cover Limit is reached You are then responsible for all future Excesses.

Excess

The amount You must pay in the event of a claim under the terms of Your Motor Vehicle Insurance Policy.

Insurance Excess Certificate

This is issued by Adding 1 and confirms your Excess Protect Certificate number.

Insurer

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group.

Motor Insurer

The authorised UK Insurer providing cover for Your Motor Vehicle Insurance Policy.

Motor Vehicle

The following vehicles as specified on this policy of which You are the owner or which You are authorised to drive.

- A. Commercial Vehicle - not exceeding an unloaded weight of 3.5 metric tonnes being used for transporting goods.
- B. Private Car - constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers that is used for personal and/or commercial business.

Motor Vehicle Insurance Policy

The insurance policy issued by Gladiator on behalf of a Motor Insurer to You in respect of Your Motor Vehicle.

Payment

The premium which needs to be paid to Gladiator by You to get the benefit of this policy.

Period of Insurance

The period for which We have accepted the Payment as stated in Your Insurance Excess Certificate.

Territorial Limits

Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other Country which is a member of the European Union, Norway, Switzerland, Iceland, Croatia, Andorra and Liechtenstein.

Third Party

This is anyone other than You.

We/Us/Our

Inter Partner Assistance SA and AXA Assistance (UK) Ltd both of The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, UK

You/Your/Policyholder

The person whose name appears at the top of Your Insurance Excess Certificate.

Section 2: What is Covered?

Who is Covered?

1. Any person who is permanent 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 and European driving licence.

What is Covered?

Any Motor Vehicle owned or leased by You and specified in Your underlying Motor Vehicle Insurance Policy being used within the Territorial Limits.

Cover Limits available:

- A) £250 in any one Period of Insurance.
- B) £500 in any one Period of Insurance.
- C) £1,000 in any one Period of Insurance.

Please refer to the Insurance Excess Certificate for Your Cover Limit (See section 1: Definitions).

Section 3: How to Make a Claim

Your claim will be handled by AXA Assistance (UK) Ltd. You will be sent a claim form to complete and will be asked to return it along with supporting documentation that will be specified to You.

Via the internet

Visit Our claims web site: www.excessclaim.co.uk where You will be able to register Your claim online.

By phone

Please call AXA Assistance on 0330 123 3558 to notify the claim.

Section 4: General Conditions

1. The Gladiator Excess Protection Insurance will continue for the Period Of Insurance or until Your chosen Cover Limit has been reached.
2. The Motor Vehicle Insurance Policy that You have must be current, provided by a Motor Insurer and arranged through Gladiator.

3. The Policyholder as stated on the Insurance Excess Certificate must match the lead name of the individual on the Motor Vehicle Insurance Policy.
4. All facts provided to Us must be true and accurate, any inaccurate information provided may result in the insurance being void.
5. Right of recovery - We can take proceedings in Your name but at Our expense to recover any amounts We have paid on a claim.
6. 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 a proportionate share of the claim.
7. Reasonable precautions – You must take reasonable steps to safeguard against loss or additional exposure to loss.
8. 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 where the Excess on Your Motor Vehicle Insurance Policy is not exceeded.
2. Claims that take place outside the Period of Insurance.
3. Any claim notified to Us more than 31 days following the settlement of Your claim by Your Motor Insurer.
4. Any other claim costs apart from the Excess.
5. Where the Excess has already been or will be recovered from a Third Party.
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 Insurer to whom You are claiming.

8. This policy is only active when running alongside Your current Gladiator Motor Insurance Policy.
9. Any Excess that has been paid on the Motor Vehicle Insurance Policy for any claim for glass repair, or glass replacement.
10. Any claim where the incident took place outside of the Territorial Limits.
11. Any claim resulting from
 - a) Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.
 - c) Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority.
 - d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
 - e) War &/or terrorism.

Governing Law and Language

This insurance shall be governed by and construed in accordance with English Law. All communication is to be conducted in English.

Cancellations by You

You may cancel this product and receive a full refund, subject to You not making a claim, if You inform Gladiator within 14 days from receipt of this policy document.

Should You cancel outside the 14 day cancellation period, no refund of Payment will be given.

Please contact Gladiator, Ellipse, Ground Floor, Padley Road, Swansea SA1 8AN or call on 0333 220 2095.

Cancellations by Us

The Insurer may cancel Your policy immediately in the event of You making a claim which is of a fraudulent or false nature. In these circumstances there will be no return of the Payment You have made. In addition, Your policy may be cancelled if Your Motor Vehicle Insurance Policy arranged through Gladiator is cancelled.

How to Make a Complaint

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

Tel: 0330 123 3547

If You have had Our final response and You are still unhappy, or more than 8 weeks have passed since the original complaint was received, You may refer Your complaint to the Financial Ombudsman Service (FOS) at South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

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

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

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS) and if We were unable to meet Our obligations You may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of any claim. Cover for the claim or policy is provided at 90%.

You can get more information about the compensation scheme arrangements from the FSCS. The contact information is: The FSCS, 10th Floor, Beaufort house, 15 St Botolph Street, London EC3A 7QU

Tel: 0207 741 4100

Email: enquiries@fscs.org.uk

Service Provider and Insurer

Supplied by Able Insurance Services Ltd trading as Gladiator, Ellipse, Ground Floor, Padley Road, Swansea SA1 8AN, authorised by the Financial Conduct Authority (FCA Registration 311649) Home State: United Kingdom.

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