

**Welcome to**  
**XS Protector**

If you have the need to report an insurance claim which may occur an excess, then please call us immediately on

**0800 093 0982**

Policy  
Documents

## Motor Excess Protect Policy

### DEFINITIONS

<b>Excess</b>	The amount you must pay under the terms of <b>Your Motor Insurance</b> subject to a maximum of the amount shown on the policy schedule as the first amount payable of a valid claim.
<b>Insured Person(s)</b>	<b>You</b> and any joint policyholder (s) or named drivers on <b>Your Motor Insurance</b> .
<b>Insurer</b>	Focus Insurance Company Limited.
<b>Limit of Liability</b>	The maximum amount the <b>Insurer</b> will pay for any one claim under this insurance during the <b>Period of Insurance</b> of <b>Your Motor Insurance</b>
<b>Motor Insurance</b>	<b>Your</b> motor insurance policy issued to <b>You</b> within the <b>Territorial Limits</b> covering any motor vehicle (including motor cycles) up to 7.5t for <b>Your Motor Vehicle</b> or the <b>Replacement Vehicle</b> .
<b>Motor Vehicle</b>	The vehicle which <b>You</b> are the owner of, or <b>You</b> are authorised to drive, whose registration number is shown in the policy schedule.
<b>Nominated Vehicle Repairer</b>	A facility approved for the repair, damage assessment and/or storage of your vehicle
<b>Period of Insurance</b>	The period not exceeding twelve months from the date of issue as shown in the policy schedule and for which <b>You</b> have paid or agreed to pay and <b>We</b> have agreed to accept a premium.
<b>Replacement Vehicle</b>	The vehicle whose registration number is shown in the policy schedule which has been provided to <b>You</b> by the <b>Nominated Vehicle Repairer</b> whilst <b>Your</b> vehicle is with them for repair.
<b>Territorial Limits</b>	The United Kingdom, Channel Islands, Isle of Man and countries in the European Union as outlined within <b>Your</b> own <b>Motor Insurance</b> policy
<b>We/Us/Our</b>	The <b>Insurer</b> , Focus Insurance Company Limited.
<b>You/Your</b>	The policyholder named on the <b>Motor Insurance</b> who has taken out and paid for this insurance and any joint policyholder named on the <b>Motor Insurance</b> .

## THE COVER

Subject to payment of the premium the **Insurer** will, in line with the policy schedule, either settle directly with the **Nominated Vehicle Repairer** if required or reimburse directly to **You**:

- a) the excess payable by **You** under the insurance policy for the **Replacement Vehicle** provided to **You** by the **Approved Repairer**; or
- b) upon the safe and timely return of the **Replacement Vehicle** in the condition in which it was provided to **You** by the **Approved Repairer**, the policy will then extend to cover the excess payable by **You** under **Your Motor Insurance** policy.

Payment or re-imbursalment will be made following the successful settlement of any valid insurance claim up to a maximum of 1 claim in any one **Period of Insurance** and provided that the total amount paid under any claim on either the insurance policy on the **Replacement Vehicle** or on **Your Motor Insurance** policy, exceeds the value of the **Excess** and that the incident leading to that claim under either the insurance policy on the **Replacement Vehicle** or on **Your Motor Insurance** policy occurred during a valid **Period of Insurance** and within the **Territorial Limits**.

Settlement with the **Nominated Vehicle Repairer** is subject to receipt of the following documents by **Us** from **You**:

- i) A signed Satisfaction Note from the **Nominated Vehicle Repairer** for repairs to the **Motor Vehicle**; and
- ii) A signed letter of authority from **You** giving **Us** permission to settle directly with the **Nominated Vehicle Repairer**

## CONDITIONS

### 1. Your responsibilities

- a) **You** must have completed a **Motor Insurance** proposal form or accepted **Your Motor Insurance** renewal, prior to the initial **Period of Insurance**.
- b) All **Insured Persons** must:
  - i. Observe the terms, conditions and exclusions of this insurance and **Your Motor Insurance**
  - ii. Take all reasonable steps to try to prevent any incident that may give rise to a claim
  - iii. Maintain all property and take all reasonable steps to minimise the amount payable under the **Motor Insurance**
  - iv. Report any claim caused by any criminal action to the Police within 24 hours
- c) **Insured Persons** will be entitled to cover under this insurance only if the circumstances, which **You** have confirmed to exist in **Your** application remain applicable. If during the **Period of Insurance** these circumstances change, **You** must immediately notify **Us**. In such event the **Insurer** reserves the right:
  - i. to charge an additional premium to continue cover; or
  - ii. to cancel this insurance.

### 2. Use of a Nominated Vehicle Repairer

All repairs should be undertaken by a **Nominated Vehicle Repairer**. **You** are free to choose **Your** own Vehicle Repairer should you wish to do so however this will result in the following:

- i. **You** will be required to pay an administration fee of £50 to **Us**
- ii. **You** will be responsible for paying the **Excess** to your **Motor Insurance** company in the first instance. This **Excess** will be reimbursed directly to **You** following the successful settlement of **Your** claim under this **Insurance Policy** by the **Insurer**, less **Our** administration fee of £50 as per point i. above.

### 3. Fraudulent Claims or Statements

If any claim or statement made by any **Insured Person** is in any respect overstated, false or fraudulent, **We** will have the right to refuse any claim on this policy or to void this insurance in its entirety.

#### 4. Reporting a claim

**You** must notify **Us** as soon as possible on our Claims Helpline number 0800 093 0982, of any circumstance which may give rise to a claim under this insurance and/or **Your Motor Insurance**. We may be able to offer advice and support in matters relating to any claim and may refer **You** to one of our specialist teams or advisors.

#### 5. Recoveries

The **Insurer** reserves the right to take legal proceedings in **Your** name, at their own expense and for their own benefit, to recover any costs or damages they have made under this insurance to anyone else. If any **Insured Person** recovers any costs or damages previously paid under this insurance from any other party, such costs or damages must be immediately repaid to **Us**.

#### 6. Arbitration

Any dispute or difference of any kind between the **Insurer** and an **Insured Person** will be referred to arbitration by a single arbitrator. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs. Please refer to **Our** complaints procedure.

#### 7. Assignment

This insurance is between and binding upon the **Insurer** and **You** and their/**Your** respective successors in title, but this insurance may not otherwise be assigned by **You** without the **Insurer's** prior written consent.

#### 8. Waiver

If the **Insurer** or any **Insured Person** fails to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

#### 9. Governing law

This insurance is governed by English law.

#### 10. Third party rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

#### 11. Cancellation Rights

**You** have the right to cancel this Insurance without liability for the premium within 14 days of the date upon which **You** receive the **Certificate of Insurance** provided **You** have not made a claim. Written notice of cancellation must be given to the insurance broker or agent at the address at which they conducted business with **You** or to the **Insurer** in writing. If written notice of cancellation is not given within the 14 day period then **You** will be responsible for payment of the premium. If **You** give due notice of cancellation, cover under this insurance will cease from the date of delivery or posting of the notice of cancellation.

**We** will cancel this insurance if in **Our** opinion **You** have at any time:

- given **Us** false or incomplete information
- agreed to help anyone try to take money from **Us** dishonestly, or
- failed to meet the terms and conditions of this insurance or
- failed to act openly and honestly towards **Us**.

**We** can cancel this insurance at any time by giving **You** at least 14 days' written notice at **Your** last known address.

**You** can cancel this insurance at any time.

## 12. Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable to meet their obligations under this insurance, an **Insured Person** may be entitled to compensation from the Compensation Scheme.

## 13. Data Protection

Any personal information provided by **You** may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** will check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

**We** and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household
- b. Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies
- c. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

This may involve the transfer of **Your** information to countries which do not have Data Protection laws.

Under Data Protection legislation, **You** can ask us in writing for a copy of certain personal records held about **You**. A charge will be made for this service.

**We** may use **Your** details to:

- a. Send **You** information about other products and services that may interest **You**.
- b. Carry out research.

**We** may contact **you** by letter, e-mail or phone. If **you** would prefer not to receive marketing information or take part in research, simply tell **us** when **you** call next.

**We** will not make **your** personal details available to any companies to use for their own marketing purposes.

## EXCLUSIONS

This insurance does not cover any claim as defined by sections 1 to 11 below:

### 1. War Risks

Emergency repairs arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition or damage to property by or under the authority of any government, public or local authority.

### 2. Radioactive Contamination and Pressure Waves

Claims arising from any expense, loss of any income, legal liability or any loss or damage, to property directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event

- i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- iii. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

### 3. Deliberate acts

Cause of action intentionally brought about by an **Insured Person** whether during the **Period of Insurance** or not.

### 4. Dishonesty, Violence or Criminal Acts

Claim relating to an **Insured Person's**:

- i. Actual or alleged dishonesty; or
- ii. Actual or alleged violent or threatening behaviour or other criminal act.

### 5. Late Reporting of Claims

Any claim reported to **Us** more than 14 days after settlement of the claim under **Your Motor Insurance**.

### 6. Other insurances

Any claim where the **Insured Person** would be entitled to indemnity under another insurance policy and whether cover is in force or not.

### 7. Fines and penalties

Fines, damages or other penalties which any **Insured Person** is ordered to pay by a court or other authority.

### 8. Failure to Comply

Where any **Insured Person** fails to comply with the instructions of the insurer of the **Motor Insurance** or **Our** instructions.

### 9. Windscreen Claims

This insurance specifically excludes any claim in respect of any excess relating to damage to or loss of the windscreen or any glass on the vehicle

### 10. Pre-existing events

Any claim arising from any circumstances which any **Insured Person** was aware of or should have been aware of at the inception of the policy.

### 11. Other Contributions

Pertaining to any other deduction or contribution required by the insurer of the **Motor Insurance**.

## COMPLAINTS PROCEDURE

We will always try to give **You** a quality service. If **You** think **We** have let **You** down, please write to **Us**. To enable **Us** to deal with any concerns swiftly, **We** have made arrangements for these to be dealt with in the UK by **our** intermediary Firmus Underwriting Solutions Limited who are authorised and regulated in the UK by the Financial Conduct Authority.

Website: [www.focusinsurance.gi](http://www.focusinsurance.gi). Please write to:

Firmus Underwriting Solutions Limited  
Anglia House  
Carrs Road  
Cheadle  
Cheshire SK8 2LA

Or **You** can either email **Us** at [complaints@fusolutions.co.uk](mailto:complaints@fusolutions.co.uk) or phone **Us** on 0800 668 1178. Details of the Focus Complaints Handling process will be sent to **You** on request

If **You** are still not satisfied, **You** can contact the Insurance Division of the Financial Ombudsman Service at:  
South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR.

**You** can also contact the Financial Ombudsman Service on 0845 080 1800. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

(Using this service does not affect **Your** right to take legal action.)

## HOW TO MAKE A CLAIM

If an **Insured Person** wishes to discuss any situation that may lead to a claim, please ring **Our** dedicated **Claims Helpline** on 0800 093 0982 quoting **Your** policy number.

Claims should be made as soon as **You** become aware of the incident likely to lead to a claim and no later than 14 days after the claim has been concluded by the **Insurer** of **Your Motor Insurance**.

Once details of the claim have been received by **Us** and providing that the appropriate cover is in place, **We** will arrange for **Our** specialist staff to assess the situation and dependent upon their assessment advise **You** of the supporting documentation that **You** must send to **Us** so that **We** can arrange payment of the claim.

It is very important that **You** read this document carefully and keep it in a place of safekeeping for **Your** future reference.