



Excess Return

Policy Document

Claims Line: 0330 102 8832 *(24 hours)*

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Introduction

Kia Motor Insurance is a specialist provider of motor insurance to the buyers of vehicles through Kia dealers.

Kia Motor Insurance understands that all motor insurance accidents are unexpected and can cause great inconvenience and expense, quite apart from the more serious consequence of possible injury.

Being forced to pay a policy *Excess* can often make matters much worse. This policy is designed to enable *You* to recover all or part of *Your Excess* and thus alleviate some of the financial impact of *Your* accident. It also offers the assurance of a Kia approved accident repair using Kia genuine parts fitted by trained Kia experts, provided *You* call Kia first before *Your insurer*.

Insurer: This insurance is provided on behalf of Kia Motor Insurance by Original Insurance Services Ltd.

We are pleased that We have been able to arrange this Motor Excess Return *Policy* with *Our* partner, Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority, FCA Register number 202664. Details about the extent of *Our* regulation by the Financial Conduct Authority are available from *Us* on request. *You* can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.



Andrew Long
Managing Director

Original Insurance Services Ltd

Registered in England and Wales, Company Number 05686831

Registered Office: Batchworth House, Church Street, Rickmansworth, Hertfordshire, WD3 1JE

Tel: 0330 102 8831

Authorised and regulated by the Financial Conduct Authority. (FCA Register number 487185).

Important Customer Information

This document sets out the terms and conditions of *Your* cover and it is important that *You* read it carefully. It explains what is covered and what is not covered. There are also exclusions and conditions that *You* must follow for the policy to work. The cover *You* hold is set out in the accompanying *Certificate of Insurance*.

This *Excess Return Policy* enables *You* to recover all or part of *Your Motor Insurance Policy* accidental damage *Excess* provided that the claim is covered by *Your Motor Insurance Policy* and settled fully by *Your Motor Insurer*. Only claims arising from *Your Motor Insurance Policy* after 30 days of the *Excess Return* start date will be covered. Glass claims are not covered by this policy.

There is no restriction on the number of claims *You* can make under this Insurance although the sum of the claims cannot be greater than the Limit of Liability stated in the *Certificate of Insurance*.

You should keep a complete record of all information (including copies of letters) supplied to *Us* in taking out this insurance.

Unless specifically agreed otherwise, this insurance shall be subject to English 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

If *You* have any questions, or the cover does not meet *Your* needs, or any of the details are incorrect, *You* should notify *Us* immediately.

Notify *Us* of changes which may affect *Your* insurance

To keep *Your* insurance up to date please tell *Us* straight away about changes which may affect *Your* cover.

Cancellation

If *You* find that this cover does not meet *Your* needs, please contact *Us* on 0330 102 8831 within 14 days of receiving this document and *We* will cancel this policy. *You* will receive a refund of *Your* premium provided *You* have not made any claims.

If *You* cancel the policy outside of the 14 day period *You* will receive a refund of *Your* premium proportionate to the amount of time left to run on the policy, less an administrative charge of £15, provided *You* have not made any claims.

We may cancel this policy by giving *You* at least 14 days written notice at *Your* last known address if:

- *You* fail to pay the premium; after *We* have sent *You* a reminder to do so
- *You* fail to co-operate with *Our* representatives
- *You* otherwise stop keeping to the terms and conditions of this policy in any significant way

Or

- The cost of providing this policy becomes too high.

We may cancel this policy without giving *You* notice if, by law or other similar reasons, *We* are prevented from providing it. If *We* cancel the policy under this section, *We* will refund the premium paid for the remaining *Period of Insurance*, unless *You* have made any claims.

We may cancel this policy without giving *You* notice and without refunding *Your* premium if *You*:

- Make or try to make a fraudulent claim under *Your* policy;
- Are abusive or threatening towards *Our* staff; or
- Repeatedly or seriously break the terms of this policy.

If *You* make a valid claim before the policy is cancelled, *We* will honour it before *We* cancel the policy.

Renewal Process

Kia Motor Insurance will contact *You* before *Your* renewal date to discuss *Your* renewal options including any changes to the policy that will apply from when *You* renew the policy. If *You* do not want to renew *Your* policy or want to change any of *Your* details, please let Kia Motor Insurance know at least 15 days before *Your* renewal date.

How to Make a Claim

1. Please call Kia first on 0330 102 8832 before *Your Insurer* and as soon as possible following the occurrence of the event causing *Your claim*.
2. The specialist Kia claims team will manage the repair of *Your* vehicle in conjunction with *Your Motor Insurer* to ensure *Your* vehicle is repaired at a Kia Approved Accident Repair Centre.
3. Once the repair to *Your* vehicle has been completed by the Kia Approved Accident Repair Centre, please visit the *Excess Claims* website <https://www.excessclaim.co.uk> where *You* will be able to register *Your Excess Claim* online and recover all or part of *Your Excess*.

Your Excess Claim will be handled by AXA Assistance (UK) Ltd. To make a claim *We* will ask *You* to submit supporting documentation listed below. It is important *You* submit all the documentation requested, as *We* will be unable to process *Your claim* until received.

1. Scheme Code: 20179
2. Evidence that the *Excess* amount has been paid to *Your Motor Insurer* following *Your claim*. For example, a receipt or an invoice from the repairing garage stating the incident date and that the payment was for the excess.
3. Evidence that *Your claim* with *Your Motor Insurer* has been settled stating that *You* were at fault. For example, a letter from *your* main motor insurer confirming *your* details, the incident date, who was liable for the incident and the total amount of the claim.
4. Certificate of *Motor Insurance Policy* that *You* have paid the *Excess* on.
5. The certificate of *Motor Excess Return* policy or documentation detailing *Excess* cover

Following the completion of the repair, *You* can register *Your Excess claim* either:

1. Via the internet: Visit *Our* claims web site: <https://www.excessclaim.co.uk> where *you* will be able to register *your claim* online and upload *your* supporting documentation.

Or

2. By Phone. Please call AXA Assistance on 0345 600 0034 to notify *Your claim*. *You* will receive a claim form to complete and will be asked to send *Us* copies of *Your* documents to: AXA Assistance, PO Box 54098, London SW20 8UU.

We recommend *You* use the web link as *You* will need to post documents to *Us* if *You* contact *Us* by phone, which could result in delays of *Your claim* being settled.

How to Make a Complaint

We are committed to going the extra mile for *Our* customers. If *You* believe that *We* have not delivered the service *You* expected then in the first instance please write to:

Group Quality and Customer Relations Manager
Inter Partner Assistance SA
The Quadrangle
106 - 118 Station Rd
Redhill
Surrey
RH1 1PR

or telephone 0330 123 3547.

In the unlikely event that *Your* concerns have not been resolved *You* may refer the matter to:

The Financial Ombudsman Service,
Exchange Tower
London
E14 9SR

or email: complaint.info@financial-ombudsman.org.uk
or call the helpline: 0800 0234 567
or visit: financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. *You* can get more information at www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

What is Covered

We have agreed to pay *You* an amount equal to the *Excess* in relation to a *Settled Claim* on *Your Motor Insurance Policy* up to *Your Annual Aggregate Limit* in respect of claims arising from accidental damage, fire, theft, flood or vandalism that may occur within the *United Kingdom* during the *Period of Insurance* for which *You* have paid, or agreed to pay the premium.

The cover *We* provide is subject to the terms, conditions and exceptions contained in this Policy Document:

- *You* have a current and valid UK driving licence, or *You* hold a full internationally recognised licence
- The "use types" on *Your Motor Insurance Policy* are one of the following:
 - Social, domestic and pleasure
 - Personal business use by the policyholder
 - Personal use by *Named Drivers*
 - Personal business use by policyholder and *Named Drivers*
 - Business use by the policyholder (excluding *Commercial Travel*)
- *You* are also covered where *You* have been unsuccessful in recovering the *Excess* cost from a third party within six months of making a valid claim against them under *Your Motor Insurance Policy*.

Definitions

Wherever the following words and phrases appear in *italics* in this policy and in the *Certificate of Insurance*, they will always have the following meanings.

Annual Aggregate Limit	Is 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 <i>Your</i> chosen level of indemnity on the reimbursement is exhausted; whichever comes first. Once the <i>Annual Aggregate Limit</i> is exhausted this policy is automatically cancelled and <i>You</i> are then liable for all and any future <i>Excess</i> payments as defined in <i>Your</i> main <i>Motor Insurance Policy</i> for the remainder of this <i>Period of Insurance</i> .
Certificate of Insurance	This forms part of this policy document and contains the name of the policy holder and gives details of the cover provided by this policy and the <i>Motor Vehicle(s)</i> to which this cover relates.
Commercial Travel	Means commercial use by sales representatives.
Excess	Is the amount <i>You</i> pay under the terms of <i>Your Motor Insurance Policy</i> .
Insurer	Means Inter Partner Assistance SA, the underwriters of this policy.
Motor Insurer	Means a <i>Motor Insurer</i> authorised to conduct insurance business in the <i>United Kingdom</i> .
Motor Insurance Policy	Means a policy that covers losses and or damage incurred as a result of traffic accidents or fire, theft, flood, vandalism and/or against liability that could be incurred to a third party.
Motor Vehicle	A <i>Motor Vehicle</i> or Motorcycle (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 <i>You</i> are the owner and which <i>You</i> are authorised to drive.
Named Driver(s)	Means drivers in addition to <i>You</i> who are permitted to drive under the terms of <i>Your Motor Insurance Policy</i> .
Period of Insurance	Means the period for which <i>We</i> have accepted the premium as stated in <i>Your Certificate of Insurance</i> .
Settled Claim	Means a valid claim paid under <i>Your Motor Insurance Policy</i> , or by a relevant third party, where <i>You</i> were at fault.
United Kingdom	Means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
Waived or Reimbursed	Means where a third party has made good or relinquished their right under <i>Your Motor Insurance Policy</i> .
We, Our, Us,	Means Inter Partner Assistance SA, the underwriters of this policy and AXA Assistance UK Ltd, the administrator of this policy, both of; The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Original Insurance Services Ltd, the provider of this Policy, of Batchworth House, Church Street, Rickmansworth, Hertfordshire, WD3 1JE is regulated by the Financial Conduct Authority in the United Kingdom (registered number 487185).
You, Your, Insured	The person shown as the <i>Insured</i> on the <i>Certificate of Insurance</i> .

General Conditions

The following general conditions apply to the whole of this Motor *Excess* Return Policy. These describe *Your* responsibilities, general information and the procedures that apply in certain situations.

Payment of Premium, Keeping to the Policy Terms & Disclosure and Representations	<p>We will only provide the cover described in this insurance policy if:</p> <ul style="list-style-type: none"> - <i>You</i> have paid or agreed to pay the premium for the current <i>Period of Insurance</i>, and - <i>You</i> have taken reasonable care to ensure that the information <i>You</i> gave <i>Us</i> is accurate and complete - <i>You</i> comply with the following conditions to have the full protection of <i>Your</i> policy: <ul style="list-style-type: none"> • If <i>You</i> were covered by any other insurance for the <i>Excess</i> payable following the incident which resulted in a valid claim under this Policy, <i>We</i> will only pay <i>Our</i> share of the claim. • If <i>You</i> have recovered <i>Your Excess</i> from a third party <i>You</i> may not make a claim under this policy • The <i>Motor Insurance Policy</i> that <i>You</i> have is current and valid insurance that is provided by a <i>Motor Insurer</i>. • The policyholder as stated on the <i>Certificate of Insurance</i> matches the lead name of the individual on the <i>Motor Insurance Policy</i> that has responded and to which this policy will respond up to the amount of the <i>Excess</i>. • Only when the <i>Excess</i> of the current and valid <i>Motor Insurance Policy</i> is exceeded and following the successful claim payment will this policy respond.
Change of address	<p><i>You</i> shall, as a condition of this policy, immediately notify <i>Us</i> by giving written notice of any change in address during the Policy Period.</p>
Change of ownership of vehicle	<p>This policy is non-transferable.</p>
Fraud	<p>If a Claim is fraudulent in any respect or if fraudulent means are used by <i>You</i>, or by anyone acting on <i>Your</i> behalf to obtain any benefit under this policy, all benefit under this policy shall be forfeited in respect of that Claim. In such circumstances <i>We</i> will cancel coverage under this policy and <i>We</i> will not return any Premium.</p>
Keeping to the terms of this policy	<p><i>We</i> will only give <i>You</i> the cover that is described in this policy if any person claiming cover has met with all the terms of the Motor <i>Excess</i> Return Policy, as far as they apply.</p>
Disclosure and Representation	<p><i>You</i> must take all reasonable care in answering all questions in relation to this insurance honestly and to the best of <i>Your</i> knowledge. <i>Your</i> failure to take reasonable care to ensure the accuracy and completeness of the information <i>You</i> provide when making <i>Your</i> application or making a claim could result in <i>Your</i> policy being cancelled or <i>Your</i> claim rejected or not fully paid.</p>
Reasonable precautions	<p><i>You</i> take reasonable steps to safeguard against loss or additional exposure to loss.</p>
Right of recovery	<p><i>We</i> can take proceedings in <i>Your</i> name but at <i>Our</i> expense to recover for <i>Our</i> benefit the amount of any payment made under this policy.</p>

This insurance contract is between *You* and Original Insurance Services Ltd. Any person or company that is not party to this Motor *Excess* Return Policy has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this policy. This does not affect any other rights another organisation has apart from under that Act.

General Exclusions

The following General Exclusions apply to the whole of this Motor *Excess* Return Policy and describe the things which are not covered:

- Any claim that *Your* main *Motor Insurance Policy* does not respond to or where the *Excess* is not exceeded.
- Any claim on the main insurance policy which occurred prior to the attachment date of this insurance as shown on *Your Certificate of Insurance* or confirmation of coverage document.
- Any claim made within 30 days of the commencement date of this Motor *Excess* Return policy unless this insurance was taken out at the same time as *Your* main insurance policy or this insurance was purchased by *You* at the time of renewal of *Your* previous Motor *Excess* Return policy.
- Any claim notified to *Us* more than 31 days following the settlement of *Your* claim by *Your* motor policy *Insurer*.
- Any claim where *Your Excess* has been *Waived* or *Reimbursed*.
- 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.
- Any liability *You* accept by agreement or contract, unless *You* would have been liable anyway.
- Any claim that is refused by *Your* motor policy insurers to whom *You* are claiming.
- Any claim where the *Motor Vehicle* is used for hire and reward and the vehicle is owned by a company and not an individual.
- Any claim where the *Motor Vehicle* is used for hire and reward other than by the individual who owns the vehicle and who is also the named policy holder on this policy.
- Claims arising from breakdown, misfuelling, windscreen repair or replacement or any glass repair or replacement to *Your Motor Vehicle*.
- Any claim where the *Motor Insurance Policy* is on the basis of or includes *Commercial Travel*.

This Motor *Excess* Return Policy does not cover any claims in respect of:

- Claims made in *Excess* of *Your* aggregate limit
- Any loss or damage caused by, arising from or contributed to by:
 - Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - The radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it; or
 - Any loss or damage caused by war, revolution or any similar event; or
 - Any mobile phone, phone call and postage costs.

Use of Your Personal Data

Please read the paragraphs below, which define how *we* (Kia Motor Insurance) and the *insurers* (Inter Partner Assistance SA and Original Insurance Services Ltd) use information about *you* for the purpose of providing *you* with insurance services and additional products and services.

We (Kia Motor Insurance) and the *insurer(s)* appreciate the importance of the protection, confidentiality and security of *your* information.

Personal Information

By purchasing *our* products and services, *you* agree that *we* and the *insurer(s)* may:

- a) disclose and use information about *you* and *your* insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service *your* insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b) monitor and/or record *your* telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) undertake all of the above within and outside the *United Kingdom* and the European Union. This includes processing *your* information in other countries in which data protection laws are not as comprehensive as in the European Union. However, *We* (Kia Motor Insurance) and the *insurer(s)* have taken appropriate steps to ensure the same (or equivalent) level of protection for *your* information in other countries, as there is in the European Union.

If *you* want to know what information is held about *you* by Kia Motor Insurance, please write to:

Kia Motor Insurance, Batchworth House, Church Street, Rickmansworth, Hertfordshire WD3 1JE

If *you* want to know what information is held about *you* by Inter Partner Assistance or AXA Assistance, please write to *Us* at:

Data Protection Officer, The Quadrangle, 106-118 Station Road, Redhill RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about *you* is only held for so long as it is appropriate for the above.

Other Formats

Please contact Kia Motor Insurance if *You* would like a copy of this document in another format such as in large print or on audio disc.