



InterCounty

Insurance

A trading style of Brian Thornhill & Son (Insurance Brokers)

EXCESS WAIVER INSURANCE POLICY

DEFINITIONS

The following will always have these meanings. we/our/us
Millburn Insurance Company Limited

you/your/yourself

The person(s) shown in the Schedule as the Insured

accidental, accidentally

Damage caused by forcible, visible, violent or external means.

ABOUT YOUR POLICY

Please read this document carefully, including the section on how to make a claim, to make sure **you** know what **you** are and are not covered for and what **you** need to do if **you** need to make a claim.

If this insurance does not meet with **your** approval, **you** have 14 days from the date cover commences, to advise **your** insurance intermediary with whom **you** purchased this insurance that **you** wish to cancel **your** policy. **We** will require **you** to return the Policy and Schedule and provided **you** have not made a claim **we** will refund **you** the full premium **you** have paid.

Please keep **your** Policy and Schedule in a safe place so they may be easily referred to should **you** need to.

We have relied upon the information which **you** have provided to **us** on **your** Proposal Form/Statement of Fact. If **you** have given **us** incorrect information **you** may invalidate **your** cover or prejudice any potential claim.

Subject to **you** having paid the premium or having agreed to pay the premium plus any applied fee, **we** agree to provide the Insurance described in this Policy and Schedule effective from the date of inception of this insurance contract.

The policy wording and schedule is a contract between **you** and **us** and should be read as one contract. The contract is based upon the information **you** have provided on the proposal form and or the statement of fact. In the absence of prior agreement by **us** this policy will be subject to English Law, however both parties are free to choose an alternative subject to mutual agreement.

What is Covered

Section A

- We will cover the amount of **your** fire, theft, **accidental** damage, malicious damage excess up to but not exceeding the limit stated on **your** Excess Waiver policy schedule and not exceeding the excess stated in **your** Motor Insurance Schedule. **Your** Excess Waiver Policy only covers **your** excess following a valid claim with **your** motor insurer.
- Cover is only provided for incidents occurring during the dates shown in **your** Excess Waiver policy schedule.
- A claim will only be paid subject to **you** reporting the incident to **your** own motor insurers and the total amount of **your** motor insurance claim exceeding the total amount of excess covered by this Policy.
- We will only cover a maximum of two claims during the same period of insurance.
- In the event of the incident giving rise to **your** claim being deemed to be recoverable from a third party, a claim will only be considered after a period of 6 months has passed from the date of the incident and only if the attempts to recover **your** excess have been unsuccessful. If **you** later recover **your** excess, the full amount settled under **your** Excess Waiver policy will become repayable to **us**.

What is Not Covered

Section B

- **We** will not pay any excess for windscreen or glass damage claims.
- **We** will not pay any claim reported to **us** over 30 days after the incident occurred.
- **We** will not pay any excess payable on any warranty policies.
- **We** will not pay a claim where there is no cover provided under **your** motor insurance policy.

- **We** will not pay any claim where there is an attempt to recover **your** excess from a third party either by **you** or on **your** behalf until a period of 6 months has passed from the date the incident occurred which gave rise to the claim and then only if recovery has been unsuccessful.
- **We** will not pay any claim where there has already been two previous claims in the same period of insurance.

Policy Conditions

Section C

- Unless otherwise agreed, this policy will apply to only the countries covered by **your** Motor Insurance policy as standard and will not cover non-European Union countries irrespective of whether your Motor Insurance Policy covers them.
- **We** reserve the right to take proceedings in **your** name at **our** expense to recover any payment made under this policy.
- If **you** were afforded cover by any other insurance for the excess payable following an incident which resulted in a valid claim under this Policy, **we** will only be responsible to pay **our** proportionate share.
- It is **your** responsibility to take reasonable steps to ensure **your** vehicle is in a safe and good condition and protected from damage.
- **We** can cancel this Policy by giving **you** at least 7 days notice by recorded delivery letter to **your** last known address. If **we** choose to take this option **you** will be entitled to a pro-rata return of the premium **you** have paid, less a nominal administration charge, in respect of the unexpired period of the Policy. This is subject to there being no claims pending or paid under the policy and no incidents having occurred which may give rise to a claim but which have not yet been reported to us.
- **You** can cancel this policy by giving **us** notice in writing and returning the schedule. There will be no return of premium payable.
- If **you** make a claim under this policy knowing the claim to be false or fraudulent in any way, the policy will be null and void and any claim will not be paid. **We** will also reserve the right to recover any loss through the law courts.

Complaints Procedure

We hope **you** will never have cause to complain as **our** aim is to provide a first-class service, however, if **you** feel **you** have cause to make a complaint, **you** should put this in writing in the first instance, sending it to **your** broker who arranged this policy for **you**.

If **you** are not satisfied with the way a complaint has been dealt with **you** should then write to the complaints and advisory department at Eastman Underwriting Agency Limited, who are the insurer's administrative agent at the following address:-

Eastman Underwriting Agency Limited
167 London Road North
LOWESTOFT
Suffolk
NR32 1HG

If **you** are still not satisfied with the way the complaint has been dealt with **you** should then write to the complaints and advisory department at Leisure Union Insurance Company Limited whose address is:-

Millburn Insurance Company Ltd
Coppergate House
16 Brune Street
London
E1 7NJ

Claims Procedure

You must notify Brian Thornhill & Son Insurance Brokers, telephone number **0800 881 8841**, as soon as practicably possible of any claim or potential claim under this Policy. **We** will not make any payment for costs incurred before the claim is notified. **We** will not make any payment for claims notified later than 30 days after the incident occurred.

Brian Thornhill & Son Insurance Brokers will issue the necessary claim form for completion and if requested offer any further guidance **you** require in respect of the claim.

The completed claim form and all supporting documents should be returned to:-

Brian Thornhill & Son Insurance Brokers
704 Huddersfield Road
Ravensthorpe
DEWSBURY
West Yorkshire

CLAIMLINE NUMBER: 0800 881 8841