

TOYOTA EXCESS PROTECTION





TOYOTA MOTOR EXCESS PROTECTION

Welcome to Your Toyota Motor Excess Protection policy. This policy document will tell You everything You need to know about Your cover. It's only effective with a valid Certificate of Insurance and where the appropriate Premium has been paid.



This policy document contains important information about Your cover. You should read it carefully together with Your Certificate of Insurance and then store them in a safe place.

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You must have purchased Your Vehicle (or have completed a scheduled service in line with Your Vehicle's recommended service schedule) through an authorised Toyota centre no more than 60 days prior to this policy starting.



MEANING OF WORDS

These words have the following meaning throughout this policy, where highlighted bold:

Administrator	Toyota Insurance Management UK Limited, company number 01708613.
Aggregate Claim Limit	The maximum benefit payable under this policy in total, as shown on Your Certificate of Insurance. If the Aggregate Claim Limit is reached, the policy will end.
Authorised Claim	Where We have accepted Your claim and have agreed to pay Your Motor Insurance Excess (subject to the Individual Claim Limit and Aggregate Claim Limit).
Business Use Class 3	You and any Named Driver(s) using the Your Vehicle for business or Hire and Reward. This also includes anyone who uses Your Vehicle to travel from customer to customer on commercial business.
Certificate of Insurance	The document issued alongside this policy that lists the name of the insured person, the vehicle covered and the limits applicable to this insurance.
Excess	The amount You may have to pay as part of each Authorised Claim. The amount of Excess is shown on Your Certificate of Insurance.
Hire and Reward	Where You or any Named Driver carry other people or other people's goods in exchange for payment, for example taxis; chauffeurs; courier or delivery services, or private hire.
Imminent Claim	An Incident that could give rise to a claim under this policy that You are or were aware of before the start date of this policy that was to be or had just been reported under Your Motor Insurance Policy.
Incident	An event which leads to, or could lead to, a Motor Insurance Claim . For example, a road traffic accident, theft of your vehicle or malicious damage by a third party.
Individual Claim Limit	The maximum benefit payable under each Authorised Claim , as shown on Your Certificate of Insurance.
Insurer	Collinson Insurance
Motor Insurance Claim	A claim You make under Your Vehicle's Motor Insurance Policy.
Motor Insurance Excess	The amount You must pay towards a Motor Insurance Claim under the terms of Your Motor Insurance Policy.
Motor Insurance Policy	The insurance policy issued by a Motor Insurer that covers Your Vehicle for social, domestic, pleasure, commuting, commercial use, or business use up to Business Use Class 3 , and meeting the requirements of the UK's Road Traffic Act.
Motor Insurer	An insurer authorised by an appropriate regulatory authority to provide a Motor Insurance Policy for Your Vehicle to be legally driven on a UK public highway.
Named Driver(s)	The people allowed to drive Your Vehicle under the terms of Your Vehicle's Motor Insurance Policy.
Premium	The premium is the amount You need to pay in order to be covered under this policy.
Short-term Self-drive	Where another person drives Your Vehicle in exchange for a fee.
Supplying Centre	The motor dealer that supplied or serviced Your Vehicle and that the Insurer authorises to introduce and/or arrange this policy.
Territorial Limits	England, Scotland, Wales and Northern Ireland, Channel Islands or the Isle of Man.
Toyota Accident Management Care	A comprehensive accident damage repair service offered through Toyota approved bodyshops and retailers. All repairs arising from a Motor Insurance Claim must be
i idilayement Cale	conducted through this service for any benefit to be paid under this policy. You can read more about this service at https://www.toyota.co.uk/owners/accident-care .
Waived or Reimbursed	Where a third party has already paid, or is liable to pay, the Motor Insurance Excess.
We, Our, Us	The Insurer and/or the Administrator acting as its agent.
You, Your	The individual named as the policyholder on the Certificate of Insurance.
Your Vehicle	The vehicle listed on Your Certificate of Insurance.



ELIGIBILITY

You are eligible for this policy if:

- ✓ You've taken delivery of (or serviced) Your Vehicle at an authorised Toyota centre within the last 60 days
- ✓ You're a resident within the Territorial Limits for the duration of this policy
- ✓ You're the registered keeper and/or owner of Your Vehicle
- ✓ You use Your Vehicle exclusively for social, domestic, pleasure, commuting or Business Use Class 3 purposes
- ✓ You or any person permitted to drive Your Vehicle holds a current, valid driving licence (not including provisional driving licences)
- ✓ Your Vehicle is registered and used principally within the Territorial Limits.

You are eligible if <u>all</u> of the above are true.

You are NOT eligible for this policy if Your Vehicle:

- ★ Weighs more than 3,500kg
- **✗** Is used for **Short-term Self-drive**, or as a driving tuition vehicle
- Is used as a company fleet vehicle, or company pool car
- Is insured on any type of motor trade insurance policy
- Is used in a dispatch or public service capacity, such as a Military, Police or Ambulance vehicle
- Is used at any time for competition; rally; racing; track days; speed testing; off-road; pacemaking, or reliability trials
- Is imported, or isn't built for sale in the Territorial Limits (unless specifically manufactured as right-hand drive)
- Has been previously declared a Total Loss
- sn't purchased from, or serviced by, a **Supplying Centre**.

You are NOT eligible if any of the above are true.



EXCLUDED VEHICLES: Light commercial vehicles; delivery vehicles; panel vans; motorcycles; quad bikes; scooters; mopeds; tricycles; kit cars; buses; coaches; motorhomes; stretched limousines; trailers; touring caravans, and vehicles with non-manufacturer fitted LPG conversions aren't eligible for cover under this policy.

To be covered

- You'll need to pay any Premium due as stated in Your Certificate of Insurance.
- You should adhere to the terms and conditions of both this policy and Your Motor Insurance Policy, otherwise it could affect settlement of any claim You make.



IMPORTANT – You should check all of the eligibility requirements set out above and the details in Your Certificate of Insurance. If You are unsure if You meet the policy's eligibility requirement or any details do not appear to be accurate, We're here to help on 0333 0444 701 or toyota.support@insurethat.com



YOUR COVER

What's Covered

Your Toyota Excess Protection policy is designed to pay You, subject to the Individual Claim Limit and Aggregate Claim Limit, the amount You pay as a Motor Insurance Excess in the event Your Vehicle is involved in an Incident which results in You making a successful Motor Insurance Claim under Your Motor Insurance Policy.



All repairs required as part of Your Motor Insurance Claim MUST be carried out through Toyota Accident Management Care for any benefit to be claimed under this policy. Toyota Accident Management Care provides a comprehensive manufacturer-approved solution for ensuring Your Vehicle is repaired using genuine parts and paints. Further details are available at https://www.toyota.co.uk/owners/accident-care.

1. Excess Protection

We will provide cover against a Motor Insurance Excess being charged to You as part of a successful Motor Insurance Claim by You arising from an Incident such as an accident, fire, theft, or vandalism. In the case of an accident, this policy will provide this cover to You even if the Incident is Your fault.

Your claim will be authorised (an Authorised Claim) when We receive from You the settlement letter from Your Motor Insurer, proof of You making the Motor Insurance Excess payment and a copy of Your Vehicle's Motor Insurance Policy schedule (Please see the "Making a Claim" section).

If the Incident has been determined by Your Vehicle's Motor Insurer to be:

- Your fault, then Your Authorised Claim will be settled immediately, or;
- The fault of a third party (in full or part), then Your Authorised Claim will be settled if Your Motor Insurance Excess has not been recovered from the third party within six months.



The most We will pay under this policy is the Aggregate Claim Limit set out in Your Certificate of Insurance. Once the Aggregate Claim Limit is reached, this policy will be automatically cancelled, and You will be responsible for paying all future amounts due under any Motor Insurance Policy.

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Your Cover - Where & When?

You're covered from the start date listed on Your Certificate of Insurance until the earliest of the following:

- a) The end of the period of cover shown on Your Certificate of Insurance.
- b) The date on which the Aggregate Claim Limit is reached.
- c) The date this policy is cancelled by You (as set out in the "How to Cancel" section), or by Us.
- d) The date Your Vehicle is sold or repossessed.

We'll not pay any claim if the claim occurs outside of this period.

You're covered for Incidents involving Your Vehicle which arise anywhere in the world, provided that Your Vehicle is covered for this under your Motor Insurance Policy. You should check your Motor Insurance Policy to confirm if there are any territories You may not be covered within. Wherever an Incident occurs, You still need to notify Us of Your claim in accordance with the claim conditions (Please see the "Making a Claim" section).



What's **NOT** covered

This policy won't cover:

- Any Incident which:
 - o Does not require You to pay a Motor Insurance Excess;
 - Is, or could be, an Imminent Claim;
 - o Is not covered by a valid, maintained, and current **Motor Insurance Policy either** in **Your** name or where **You** are a **Named Driver**;
 - Requires repairs to Your Vehicle and You do not use Toyota Accident Management Care to arrange these repairs; or
 - o Requires only glass repair / replacement; or
 - o Is a vehicle breakdown or mis-fueling event; or
- Any Motor Insurance Excess which:
 - o Is Waived or Reimbursed; or
 - o Is not exceeded (i.e. is the total accepted value of the Motor Insurance Claim); or
 - o Is covered under any other insurance. (In this case, **We** will only pay **Our** proportionate share of any such claim).
- * Any Motor Insurance Claim which:
 - o is rejected by the Motor Insurer; or
 - o does not involve **Your Vehicle** as listed on **Your Certificate of Insurance** (for example, where **You** are driving another vehicle).
- * Any costs:
- o Greater than the Individual Claim Limit for a single Motor Insurance Claim;
- o Greater than the Aggregate Claim Limit for all Motor Insurance Claims in total;
- The contents of Your Vehicle;
- Any Excess payable under this policy (If applicable, please see Your Certificate of Insurance);
- Any liability that You accept by agreement or contract unless You would have been liable anyway;
- Any other costs that are indirectly caused by the event which led to Your claim;
- Losses of any kind caused by nuclear substances or activity;
- Losses of any kind caused by war, civil commotion, labour disturbances, riot, strike, lockout, public disorder or any form of terrorism.



IMPORTANT – You should tell Us as soon as possible when an Incident occurs which could result in a Motor Insurance Claim so we can assist You to comply with the terms of this policy. If You do not do so, and this results in one of the exclusions above occurring, settlement of Your claim could be reduced or rejected.



All repairs required as part of Your Motor Insurance Claim MUST be carried out through Toyota Accident Management Care for any benefit to be claimed under this policy. Toyota Accident Management Care provides a comprehensive manufacturer-approved solution for ensuring Your Vehicle is repaired using genuine parts and paints. Further details are available at https://www.toyota.co.uk/owners/accident-care.



MAKING A CLAIM

When Your Vehicle experiences an Incident which may give rise to a Motor Insurance Claim, please contact Us. You'll need Your Certificate of Insurance and vehicle registration to hand. You can contact Us:

Online:

https://toyota.insurethat.com

By email:

toyota.claims@insurethat.com

By telephone: 0333 0444 701



In writing:

InsureThat, Sterling House, Sitka Drive, Shrewsbury Business Park,

Shrewsbury, Shropshire, SY2 6LG



REMEMBER – To be eligible for any benefit under this policy, if any repairs are required to Your Vehicle, You MUST also use the Toyota Accident Management Care service to arrange these repairs.

In order for Us to assess Your claim, You must follow the prescribed claims procedure as explained in this document or by Our claims team. The claims procedure is as follows:

- Upon an Incident which may give rise to a Motor Insurance Claim, You should notify Us by one of the means above of Your claim;
- You and any Named Drivers must take reasonable steps to safeguard against loss or additional exposure to loss.
- We will request information to allow Us to assess Your claim. We will require:
 - o Your personal and Vehicle details;
 - Full details of the Incident and the resulting damage;
 - o A copy of the settlement letter from Your Vehicle's Motor Insurer;
 - o A copy of Your Vehicle's Motor Insurance Policy schedule and wording;
 - Proof that You have made the Motor Insurance Excess payment;
- Once We have received all of the required information, We will assess Your claim.
- If the claim is covered under Your policy, We will then ask You to pay any Excess (if applicable and shown in Your Certificate of Insurance).
- Once You have paid the Excess (if applicable), We will settle Your claim as follows:
 - If the Incident has been determined by Your Vehicle's Motor Insurer to be:
 - Your fault, then Your Authorised Claim will be settled immediately, or;
 - The fault of a third party (in full or part), then Your Authorised Claim will be settled if Your Motor Insurance Excess has not been recovered from the third party within six months.

Depending on Your circumstances, We may require additional information or documentation so that We can authorise Your claim. To avoid delays, documentation should be provided to Us as soon as You're able. All documentation will need to be supplied at Your own expense.



CHANGES IN CIRCUMSTANCE

Our team are here to help You if You need to make a change to Your policy. You can contact Us:

Online:

https://toyota.insurethat.com

By email:

mailto:toyota.support@insurethat.com

By telephone: 0333 0444 701

In writing:

InsureThat, Sterling House, Sitka Drive, Shrewsbury Business Park,

Shrewsbury, Shropshire, SY2 6LG

Changes in circumstances after purchase?

We want to be able to pay Your claim, but if You don't tell Us about a change in Your circumstances You or Your Vehicle could become ineligible for cover, meaning We might not be able to. If You contact Us however, We'll be able to let You know if You're still covered.

If any of the changes in circumstances listed below occur after You purchase this policy, You should contact Us:

- You change or transfer ownership of Your Vehicle
- You change what You use Your Vehicle for
- You make any modifications to Your Vehicle
- You change the registration number of Your Vehicle to a cherished number plate
- You change Your address
- You change Your name (for example, due to marriage)
- You develop any problems that affect Your ability to drive.

If You advise Us of a change in Your circumstances and You or Your Vehicle become ineligible for cover, We'll cancel Your policy and let You know if You're entitled to a partial refund.

No Transfers Permitted

You cannot transfer this policy to another vehicle or another person.



CANCELLATIONS & COMPLAINTS

If You need to cancel Your policy or in the unfortunate event You should need to make a complaint, You should contact Us:

Online:

https://toyota.insurethat.com

By email:

toyota.support@insurethat.com

By telephone: 0333 0444 701

In writing:

InsureThat, Sterling House, Sitka Drive, Shrewsbury Business Park, Shrewsbury, Shropshire, SY2 6LG

How to cancel?

If this policy doesn't meet Your needs You can cancel it at any time. If You cancel within 30 days of receiving Your policy documents and We've not authorised any claim, We'll provide a full refund of the Premium You've paid (if any).

In addition to Your statutory rights, if You cancel this policy at any time after the first 30 days and We've not authorised any claim, We'll provide a refund of the unused portion of the Premium You've paid. Any refund will be calculated on a daily pro-rata basis from the date We receive the letter, email or phone call of cancellation.

To cancel this policy, please contact **Us** using the details above.

Our Right To Cancel

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your last known address. Valid reasons may include but are not limited to:

- Fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions

Provided the premium has been paid in full You will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.



What to do if you have a complaint

We hope You'll not have any cause to complain, however if You wish to make a complaint about how this policy was sold to You please contact the Supplying Centre.

If You wish to complain about any other aspects of this policy please contact Our Customer Care Manager using the details above, who will investigate the matter. If You make a complaint, We'll confirm receipt within 5 working days and aim to resolve the problem within 8 weeks.

If You aren't satisfied with the outcome of Your complaint (or if We have not given You a final response within 8 weeks), You can ask the Financial Ombudsman Service to review Your case. You can contact them:

By telephone: 0800 023 4567

By email: mailto:complaint@financialombudsman.org.uk

In writing: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR



For more information, please visit www.financial-ombudsman.org.uk

This procedure does not affect **Your** statutory rights and is in addition to any other rights **You** have to take legal proceedings.



LEGAL, REGULATORY & DATA PROTECTION

Your Insurer

This policy wording confirms You have a contract of insurance with the Insurer.

Insurer



This policy is underwritten by Collinson Insurance (a trading name of Astrenska Insurance Limited), registered in England and Wales (01708613) and authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No. 202846.

Administrator



This policy is administered by Toyota Insurance Management UK Limited on behalf of the Insurer. Toyota Insurance Management UK Limited is authorised and regulated by the Financial Conduct Authority with FCA number 983839. Toyota Insurance Management UK Limited is registered in England and Wales with company number 14297877 and its registered office is at 7th Floor, 52-56 Leadenhall Street, London, United Kingdom, EC3A 2BJ.

Premiums

The **Premium** is the amount **You** need to pay in order to be covered under this policy. **You** can pay the **Premium** in full, or by monthly payments if the **Supplying Centre** offers this facility.

If You pay the Premium in instalments and miss a payment, We'll write to You. You'll have two weeks from the date You receive Our letter to pay the arrears, and if We don't receive any correspondence from You within two weeks of the date You receive Our letter, We'll cancel this policy with immediate effect.

If You wish to reinstate the policy after We've cancelled it, You'll need to contact Us. You'll have 60 days from the date the Premium was originally due and will have to pay the outstanding amount and provide Us with a declaration that no claims are known, pending or reported. If You don't contact Us within 60 days We won't be able to reinstate the policy. If You don't wish to reinstate the policy You should contact Us to find out whether You're entitled to any refund.

Please note that if You pay for this policy in instalments, any outstanding payments You're contracted to pay will be deducted from any settlement We make.

If You have received this policy free of charge (please see Your Certificate of Insurance), then no Premium payments will be required.

Our Rights

In addition to the rights provided by law and as set out in this policy, in order for **Us** to effectively and legally provide cover and process claims, **You** agree that:

- We can approach any third party in relation to Your claim(s).
- We can take proceedings in Your name (at Our expense) to recover for Our benefit the amount of any payment made under this policy.
- We shall not be liable to pay any claim or other sums where this would expose Us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where We transact business.



Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if We cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.



Other insurance

If the risk covered by this policy is also covered by any other insurance **You** should tell **Us** about the other insurer(s) when **You** make a claim.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- Supply accurate and complete answers to all the questions We or the selling broker may ask as part of Your application for cover under the policy.
- To make sure that all information supplied as part of Your application for cover is true and correct
- Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

Fraud

You must not act in a fraudulent way. If You or anyone acting for You:

- Fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy.
- Fails to reveal or hides a fact likely to influence the cover **We** provide.
- Makes a statement to Us or anyone acting on Our behalf, knowing the statement to be false.
- Sends Us or anyone acting on Our behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage You caused deliberately or with Your knowledge.

If Your claim is in any way dishonest or exaggerated, We will not pay any benefit under this policy, and We may cancel Your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities.



Data protection

How We Use the Information About You

As a data controller, We collect and process information about You so that We can provide You with the products and services You have requested. We also receive personal information from Your agent on a regular basis while Your policy is still live. This will include Your name, address, risk details and other information which is necessary for Us to:

- Meet Our contractual obligations to You.
- Issue You this insurance policy.
- Deal with any claims or requests for assistance that You may have.
- Service Your policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **Your** policy being cancelled or treated as if it never existed.
- Protect Our legitimate interests.

In order to administer Your policy and deal with any claims, Your information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on Our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, We will have strict contractual terms in place to make sure that Your information remains safe and secure.

We will not share Your information with anyone else unless You agree to this, or We are required to do this by Our regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information We have collected from You will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify Your identity. If fraud is detected, You could be refused certain services, finance, or employment. Further details of how Your information will be used by Us and these fraud prevention agencies and databases, and Your data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy.

Processing Your data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that You have with Us.
- Is in the public or **Your** vital interest: or.
- For Our legitimate business interests.

If We are not able to rely on the above, We will ask for Your consent to process Your data.

How We store and protect Your information

All personal information collected by **Us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **Your** personal information during the period of insurance and after this time so that **We** can meet **Our** regulatory obligations or to deal with any reasonable requests from **Our** regulators and other authorities.

We also have security measures in place in Our offices to protect the information that You have given Us.



How You can access Your information and correct anything which is wrong.

You have the right to request a copy of the information that We hold about You. If You would like a copy of some or all of Your personal information, please contact Us by email or letter as shown below:

Email address: dpo@aioinissaydowa.eu

Postal Address: The Data Protection Officer, Toyota Insurance Management UK Limited, The Hallmark Building,

7th Floor, 52-56 Leadenhall Steet, London EC3A 2BJ

This will normally be provided free of charge, but in some circumstances, **We** may either make a reasonable charge for this service or refuse to give **You** this information if **Your** request is clearly unjustified or excessive.

We want to make sure that Your personal information is accurate and up to date. You may ask Us to correct or remove information You think is inaccurate.

If You wish to make a complaint about the use of Your personal information, please contact Our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at www.ico.org.uk.

Law applicable to this policy

The laws of England and the jurisdiction of the English courts apply to this policy. This policy is in addition to **Your** legal rights.



HOW TO CONTACT US

We recommend that You save the below to Your mobile phone.

Claims Team

Online: https://toyota.insurethat.com

By email: <u>toyota.claims@insurethat.com</u>

By telephone: 0333 0444 701

In writing: In wri

Shrewsbury, Shropshire, SY2 6LG

Customer Services Team

Online: https://toyota.insurethat.com

By email: <u>toyota.support@insurethat.com</u>

By telephone: 0333 0444 701

InsureThat, Sterling House, Sitka Drive, Shrewsbury Business Park,

Shrewsbury, Shropshire, SY2 6LG

Telephone lines are open Monday – Friday between the hours of 9.00 am – 5.30 pm

If **You** have any difficulties reading this document, please contact the Customer Services

Team using the details provided above.