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**Home Excess  
Protection Insurance  
Insurance Policy Wording**



**Commercial & General Ltd**

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**1. INTRODUCTION****1.1. WHAT IS HOME EXCESS PROTECTION INSURANCE?**

Most home insurance policies have a policy excess which means *You* have to pay the first part of a claim that *You* make under a *Home Insurance Policy*.

Home Excess Protection Insurance is designed to repay *You* the amount of any policy *Excess* *You* have to pay when *You* make a successful claim under a *Home Insurance Policy*.

**1.2. THE INSURER**

This insurance is underwritten by Newline Insurance Company Ltd who is registered in England and Wales under company registration number 04409827 and whose registered office is Corn Exchange, 55 Mark Lane, London, EC3R 7NE. We are also authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm reference number 435028). *You* can visit the Financial Services Register, which is a register of all authorised financial services firms in the UK, at [www.fca.org.uk/register](http://www.fca.org.uk/register). *You* can also contact the Financial Conduct Authority on telephone number 0800 111 6768 (freephone) or 0300 500 8082.

**1.3. YOUR INSURANCE DOCUMENTS**

This is *Your* insurance Policy which includes important details about the cover provided and any exclusions that may apply. It must be read in conjunction with *Your Insurance Schedule*. Words which appear in italics have the meanings given to them in the Definitions section of this Policy wording.

Please take the time to read *Your* Policy documentation. If *You* have any questions or there is anything that *You* do not understand, please contact [Bettersafe.com](http://Bettersafe.com) on 020 3740 4431.

**1.4. LANGUAGE**

All insurance documents and all communications with *You* about this insurance will be in easy to understand English.

If *You* have any disability that makes communication difficult, please tell Commercial & General Ltd and they will be pleased to help *You*.

**1.5. CERTIFICATION OF COVER**

This Policy combined with *Your Insurance Schedule* certifies that insurance has been affected between *You* and *Us*. In return for payment of the premium *we* agree to insure *You* in accordance with the terms and conditions contained in and endorsed on these documents.

This insurance is managed by Commercial & General Ltd. T/A [Bettersafe.com](http://Bettersafe.com) who is the Administrator of *Your* policy.

Signed by:



Bradley Brandon-Cross

**Authorised signatory for Commercial and General Ltd t/a [Bettersafe.com](http://Bettersafe.com)**

**1.6. CLAIMS**

Commercial & General Ltd is appointed by *us* to handle all claims under *Your* policy (the "*Administrator*"). *You* can find their details in Section 8 – How to Make a Claim.

**1.7. COOLING OFF PERIOD**

If *You* decide that *You* wish to cancel this insurance, please contact [Bettersafe.com](http://Bettersafe.com) within 14 days of receiving *Your* documents. *You* will receive a full refund of premium as long as *You* have not made a claim and do not intend to make a claim.

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**1.8. POLICY DURATION**

This is an annual Policy. Unless *You* decide to cancel the insurance, the initial period of the contract is 12 months. At the end of this period *We* may contact *You* to offer a renewal of this Policy.

**2. TO QUALIFY FOR COVER**

- 2.1. To qualify for this insurance, *You* must be named as the Policyholder under the *Home Insurance Policy*.
- 2.2. This insurance only applies if there is an *Excess* under a *Home Insurance Policy*. This insurance applies only to *Your* own personal insurances. It will not include any commercial insurances of any nature.
- 2.3. *We* explain what *we* mean by a *Home Insurance Policy* below in the Definitions section. Please read this carefully.
- 2.4. *You* must be a permanent resident of the United Kingdom, the Channel Islands or the Isle of Man.

**3. DEFINITIONS**

Where *we* explain what a word means that word will be highlighted in *italic* print and will have the same meaning wherever it is used in this Policy.

***“Administrator”*** means Commercial & General Ltd whose registered office address is; 17 Teddington Business Park, Station Road, Teddington, TW11 9BQ and who is authorised and regulated by the Financial Conduct Authority. (FRN: 300001).

***“Excess”*** means the amount *You* had to pay towards the first part of a claim under *Your Home Insurance Policy* under the terms of that policy and such amount is clearly stated being an excess in *Your Home Insurance Policy* documents.

***“Home Insurance Policy”*** means an insurance policy purchased by *You* for *Your* own private residence where *You* reside on a permanent basis

***“Insurance Schedule”*** means the document which forms part of the insurance contract between *you* and *us*. It contains *Your* name and gives details of the level of cover provided under this insurance. The *Insurance Schedule* will be issued to *You* by Commercial & General Ltd.

***“Maximum Reimbursement Limit”*** means the most *we* will pay in any one annual *Period of Insurance*, as shown in *Your Insurance Schedule*.

***“Period of Insurance”*** means the annual period of cover under this insurance for which *we* have accepted the premium, as stated in *Your Insurance Schedule*.

***“Start Date of Cover”*** means the date that this insurance starts and will be shown in *Your Insurance Schedule*.

***“We/Us/Our”*** means Newline Insurance Company Ltd.

***“You/Your”*** means the person or company who took out this insurance and who is named as the Policyholder in the *Insurance Schedule* and named as the Policyholder in the *Home Insurance Policy*.

**4. WHAT IS COVERED**

If *You* make a claim under *Your Home Insurance Policy* *We* will reimburse *You* the amount of any *Excess* that *You* had to pay.

This insurance applies if:

- 4.1. The incident that gave rise to the claim under *Your Home Insurance Policy* happened during the *Period of Insurance* of this insurance.
- 4.2. The claim under *Your Home Insurance Policy* was successful and was for more than the amount of the *Excess*.  
*You* can claim under this insurance more than once during the *Period of Insurance* but in total *We* will only reimburse *You* up to the *Maximum Reimbursement Limit* shown in the *Insurance Schedule*.

**5. WHAT IS NOT COVERED (EXCLUSIONS)**

We will not reimburse *Your Excess* in the following circumstances:

- 5.1. if the incident that gave rise to the claim under *Your Home Insurance Policy* happened before the *Start Date of Cover*, as stated in *Your Insurance Schedule*;
- 5.2. if *You* were aware at the *Start Date of Cover* that *You* were going to make a claim under *Your Home Insurance Policy*;
- 5.3. where no *Excess* was paid by *You* or deducted from the claim settlement by the insurer of *Your Home Insurance Policy*;
- 5.4. if *Your* claim under *Your Home Insurance Policy* was not successful or was for less than the amount of the *Excess*;
- 5.5. where any amount contributed by *You* or deducted from the settlement of *Your* claim is not clearly stated in *Your Home Insurance Policy* as being the policy *Excess*;
- 5.6. where the *Excess* required from *You* under *Your Home Insurance Policy* has already been made good by another party;
- 5.7. Any claim resulting in any way from:
  - 5.7.1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
  - 5.7.2. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

## 6. CANCELLATION

*You* may cancel this insurance within 14 days of receiving *Your* documents (cooling off period) and *You* will be entitled to a full refund of the premium as long as *You* have not made a claim and do not intend to make a claim.

*You* can cancel at any time after the 14-day cooling off period and *We* will make a proportionate refund of the premium paid for the current *Period of Insurance*, as long as *You* have not made a claim and do not intend to make a claim. However, such refund may be subject to an administration charge of £5 from [Bettersafe.com](http://Bettersafe.com)

To cancel this insurance please contact [Bettersafe.com](http://Bettersafe.com) at address: 17 Teddington Business Park, Station Road, Teddington TW11 9BQ, or email: [enquiries@bettersafe.com](mailto:enquiries@bettersafe.com), or on telephone number: +44 (0)20 3740 4431.

*We* may cancel *Your* Policy due to *Your* non-payment of premium, if *You* use threatening or abusive behaviour or language or *We* have reasonable suspicion of fraud. This is not an exhaustive list.

## 7. RENEWAL OF THE POLICY

*You* will be contacted a month before the renewal date and told about any changes to the premium or the Policy terms and conditions. *You* will also be told if *We* are unable to renew *Your* Policy.

Before *Your* Policy renews, please make sure *You* tell Commercial & General Ltd about any changes to *Your* personal details.

When *You* receive *Your* renewal notice, *You* must also provide [Bettersafe.com](http://Bettersafe.com) with details of any changes since *Your* Policy started (or since the Policy last renewed if *You* have held the Policy for more than one year).

At each annual renewal, please take the opportunity to review the Policy to make sure it still meets *Your* needs and is suitable for *You*. Please also check that the details in *Your Insurance Schedule* are still correct and notify [Bettersafe.com](http://Bettersafe.com) if any details need to be changed.

## 8. HOW TO MAKE A CLAIM

### STEP ONE – CHECK YOUR POLICY WORDING

Read this Policy first so that *You* are satisfied that *You* are covered for the claim *You* want to make. Read any exclusions that may apply and make sure *You* understand them.

**STEP TWO – NOTIFY THE CLAIM**

All claims must be notified to *Our Administrator*; their details are below. *You* should do this within 30 days of receiving settlement of the claim under *Your Home Insurance Policy*. If *You* do not, it might mean that *We* will be unable to reimburse *You* for the *Excess*. Please contact:

**Commercial & General Ltd**  
17 Teddington Business Park  
Station Road  
Teddington, TW11 9BQ  
Telephone: 020 3740 4431  
Email: Claims@comandgen.com

Please tell them the Policy reference number, which will be shown in *Your Insurance Schedule*. If *You* are not sure whether *You* can claim, please talk to the *Claims Administrator* who will be happy to help *You*.

**STEP THREE – AFTER THE CLAIM IS NOTIFIED**

The *Administrator* will send *you* a claim form, which *you* should fill in and send back to them as soon as possible.

*You* must also provide a copy of the settlement letter from the insurer of *Your Home Insurance Policy* giving details of the date of the claim incident and which clearly states the amount of the *Excess* that has been paid by *You*.

The *Administrator* will tell *You* if they need any more information or documentation from *You*.

**Please Note: Failure To Follow These Steps May Delay And / Or Jeopardise The Payment Of Your Claim.**

**9. CLAIMS CONDITIONS****Things To Keep In Mind When Making A Claim****9.1. RIGHT OF RECOVERY**

*We* can take proceedings in *Your* name but at *Our* expense to recover for *Our* benefit the amount of any payment made under this Policy. Any amounts that are recovered will belong to *Us* and *You* must provide all reasonable assistance to help *Us* obtain a recovery.

**9.2. KEEPING TO THE TERMS**

*We* will only give *You* the cover that is described in this Policy if *You* comply with all its terms.

**9.3. FRAUDULENT CLAIMS OR MISLEADING INFORMATION**

*We* take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by *You* or anyone acting on *Your* behalf to obtain benefit under this insurance, *Your* right to any benefit under this insurance will end, *Your* cover will be cancelled and *We* will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. *We* may also inform the police.

**10. CUSTOMER SERVICE AND COMPLAINTS****10.1. SERVICE**

Every effort is made to provide *You* with a high standard of service. If *You* have any questions about this insurance, please talk to [Bettersafe.com](http://Bettersafe.com) who arranged this cover for *You* and they will be pleased to help.

## **10.2. COMPLAINTS ABOUT THE SALE OR ADMINISTRATION OF YOUR POLICY**

If *You* wish to make a complaint about any aspect of this insurance other than a claim, please contact: The Managing Director

Commercial & General Ltd T/A [Bettersafe.com](http://Bettersafe.com)  
17 Teddington Business Park  
Station Road  
Teddington  
TW11 9BQ  
Telephone: +44(0)20 3740 4431  
Email: [Complaints@comandgen.com](mailto:Complaints@comandgen.com)

## **10.3. IF YOU REMAIN DISSATISFIED**

In the event that *You* remain dissatisfied and wish to make a complaint, *You* can do so at any time by referring the matter to the Financial Ombudsman Service.

The address for the Financial Ombudsman Service is:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Telephone: +44 (0) 20 7654 1000  
Fax: +44 (0) 20 7964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk/consumer/complaints.htm](http://www.financial-ombudsman.org.uk/consumer/complaints.htm)

*You* may have the right to refer *Your* complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. *You* can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This procedure does not affect *Your* right to take legal action.

## **10.4. MAKING A COMPLAINT ONLINE**

If *you* have purchased *your* policy online, *you* can submit a complaint through the European Online Dispute Resolution (ODR) platform: <http://ec.europa.eu/odr>. Please note there may be a slight delay while *your* complaint is directed to *us*.

## **11. LEGAL AND REGULATORY INFORMATION**

### **11.1. LAW AND LEGAL PROCEEDINGS APPLICABLE**

Unless *You* and *We* agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which *You* live, or if *You* live in the Channel Islands or the Isle of Man, the law of whichever of those places in which *You* live.

Any legal proceedings between *You* and *Us* in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom, the Channel Islands or the Isle of Man in which *You* live.

### **11.2. FINANCIAL SERVICES COMPENSATION SCHEME**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if We are unable to meet Our obligations to You under this contract. Further information can be obtained from The Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU. Tel: (Freephone) 0800 678 1100 or +44 (0)20 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk)

**11.3. SANCTIONS**

We will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

**11.4. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This insurance is a legally binding contract between You and Us and does not give, or intend to give, rights to anyone else. Only You or Us can enforce the terms of this contract.

**11.5. DATA PROTECTION ACT**

Newline Insurance Company Ltd (the Data Controller) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data, for more information please visit our website at <https://newlinegroup.com/>. We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes, for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from us or which we feel may interest you. We will also use your data to safe-guard against fraud and money laundering and to meet our general legal or regulatory obligations.

We may disclose Your personal data to third parties involved in providing products or services to us, or to service providers who perform services on Our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

We may transfer Your personal data to destinations outside the European Economic Area ("EEA"), and We will ensure that it is treated securely and in accordance with the Legislation.

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or Our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You have any questions concerning Our use of Your personal data, please contact The Data Protection Officer, Newline Insurance Company Ltd - please see website for full address details.

**11.6. DISCLOSURE OF IMPORTANT INFORMATION**

When You applied for this insurance, and/or when You applied to make any change to the cover, You were asked a number of questions. We relied on all of the answers to these questions to decide the terms upon which We offered You cover or amended cover. This includes the premium to be charged.

It is therefore essential that all of the answers You gave were truthful, complete and accurate to the best of Your knowledge. If any of Your answers are later found to be incorrect, incomplete or misleading, this could lead to Your insurance being declared invalid and/or to Your claim not being paid or not fully paid.