

**Coverage:** Loss Damage Waiver  
**Commercial and General Ltd**  
Building A, Ground Floor, Room 2,  
Marvan Court, 1 Waldegrave Road,  
Teddington, TW11 8LZ  
Telephone: +44 (0)20 3740 4431  
Email: [enquiries@bettersafe.com](mailto:enquiries@bettersafe.com)  
Web: [www.bettersafe.com](http://www.bettersafe.com)

## 1. INTRODUCTION

### 1.1. WHAT IS COMMERCIAL VEHICLE EXCESS PROTECTION INSURANCE?

Most insurance policies have a policy *Excess* which means *You* have to pay the first part of any claim that *You* make under a primary insurance policy such as a *CV Insurance Policy*. Commercial Vehicle *Excess* Protection Insurance is designed to pay the amount of any policy *Excess* *You* have to pay when *You* make a successful claim under a *CV 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 1st Floor, Fen Court, London, EC3M 5BA. We are also authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm reference number 435028).

### 1.3 THE ADMINISTRATOR

This insurance is administered on *Our* behalf by Commercial and General Ltd t/a Bettersafe.com who is registered in England and Wales under company registration number 03994456 and whose registered office address is Building A, Ground Floor, Room 2, Marvan Court, 1 Waldegrave Road, Teddington, TW11 8LZ. Commercial and General Ltd is authorised and regulated by the Financial Conduct Authority (Firm reference number 300001).

*You* can contact the *Administrator* at:

Commercial and General Ltd  
Unit MCAG02, Building A, Ground Floor,  
Room 2, Marvan Court,  
1 Waldegrave Road, Teddington,  
TW11 8LZ  
Telephone: +44 (0)20 3740 4431  
Email: [enquiries@bettersafe.com](mailto:enquiries@bettersafe.com)

### 1.4 FINANCIAL SERVICES REGISTER

*You* can check the details of both Newline Insurance Company Ltd or Commercial and General Ltd t/a Bettersafe.com by visiting 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.

### 1.5 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 Policy Schedule*. Words which appear in coloured italics have the meanings given to them in Section 3. Definitions 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 the *Administrator*.

### 1.6 LANGUAGE

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

If *You* have any disability that makes communication difficult, please tell the *Administrator* and they will be pleased to help *You*.

### 1.7 CERTIFICATION OF COVER

This *Policy* combined with *Your Policy 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.

### 1.8 CLAIMS

The *Administrator* is appointed by *Us* to handle all claims under this insurance. *You* can find their details in Section 8. How to Make a Claim.

### 1.9 COOLING OFF PERIOD

If *You* decide that *You* do not want this insurance, please contact the *Administrator* within 14 days of receiving *Your* documents.

### 1.10 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 *CV Insurance Policy*.
- 2.2. This insurance only applies if there is an *Excess* under a *CV 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 *CV Insurance Policy* below in the Definitions section. Please read this carefully.
- 2.4. *You* must be a permanent resident of the United Kingdom and Northern Ireland, the Channel Islands or the Isle of Man.

## 3. DEFINITIONS

*“Administrator”* means Commercial and General Ltd t/a Bettersafe.com and whose details can be found under Section 1.3 The Administrator above.

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

*“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 *Your* Commercial Vehicle *Excess* Protection insurance. The *Insurance Schedule* will be issued to *You* by Bettersafe.com.

*“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*.

*“Policy”* means this commercial vehicle excess reimbursement insurance policy.

**“CV Insurance Policy”** means a Commercial Vehicle Insurance Policy purchased by **You** for **Your** own Commercial Vehicle, whether that is a van, a light truck or a truck up to 44 tonnes gross vehicle weight rating, covering normal use in **Your** business or occupation. This Policy will not cover Commercial Vehicles over 44 tonnes gross vehicles weight rating or Commercial Vehicle used in Agriculture or Construction.

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

**“Vehicle Repair”** means the authorised garage, body shop or repairer who will affect the repairs to **Your** vehicle under the terms of **Your CV Insurance Policy**.

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

**“You/Your”** means the person, business or company who took out this Commercial Vehicle **Excess** Protection Insurance and who is named as the Policyholder in the **Insurance Schedule** and named as the Policyholder in the **CV Insurance Policy**.

#### 4. WHAT IS COVERED

If **You** make a claim under **Your CV 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 CV Insurance Policy** happened during the **Period of Insurance** of this insurance.
- 4.2. The claim under **Your CV 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 CV 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 CV Insurance Policy**;
- 5.3. where no **Excess** was paid by **You** or deducted from the claim settlement by the insurer of **Your CV Insurance Policy**;
- 5.4. if **Your** claim under **Your CV 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 CV Insurance Policy** as being the policy **Excess**;
- 5.6. where the **Excess** required from **You** under **Your CV Insurance Policy** has already been provided by another party;
- 5.7. where the **Excess** **You** paid was under a **CV Insurance Policy** and the vehicle was used for:
  - 5.7.1. hire and reward;
  - 5.7.2. any competition, trial, performance test, race or trial of speed, including off-road events, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and

regardless of any statutory authorities of any such event;

- 5.7.3. If **Your** claim results in any way from war, terrorism or nuclear risk. For the purposes of this exclusion:
- 5.7.4. **“War”** means invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or **Damage** to property by or under the order of any government or public or legal authority.
- 5.7.5. **“Terrorism”** means any act of any person or organization involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.
- 5.7.6. **“Nuclear Risk”** means **Damage** or destruction caused by, contributed to or arising from:
  - i. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

#### 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. To cancel cover please contact:

Commercial and General Ltd  
Unit MCAG02, Building A, Ground Floor,  
Room 2, Marvan Court,  
1 Waldegrave Road, Teddington,  
TW11 8LZ  
Telephone: +44 (0)20 3740 4431  
Email: [enquiries@bettersafe.com](mailto:enquiries@bettersafe.com)

**We** may cancel this insurance at any time by giving **You** 30 days' written notice to **Your** last known email address (or mailing address if **You** do not have an email address) provided by **You**. **We** will allow a proportionate refund of any premiums paid for the insurance cover remaining.

**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 and General Ltd t/a Bettersafe.com about any changes to **Your** personal details.

When **You** receive **Your** renewal notice, **You** must also provide Commercial and General Ltd t/a 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 Commercial and General Ltd t/a 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 The **Administrator**; their details are below. **You** should do this within 30 days of receiving settlement of the claim under **Your CV Insurance Policy**. If **You** do not, it might mean that **We** will be unable to reimburse **You** for the **Excess**.

Please contact:

Commercial and General Ltd  
Unit MCAG02, Building A, Ground Floor,  
Room 2, Marvan Court,  
1 Waldegrave Road, Teddington,  
TW11 8LZ  
Telephone: 020 3740 4431  
Email: [Claims@comandgen.com](mailto:Claims@comandgen.com)

Please tell the **Administrator** 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 **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.

**We** will need copies of these documents:

- i) **Your** credit card statement or a screenshot proving the amount of **Excess** was paid by **You** (if applicable).
- ii) **Your Excess** Insurance Certificate
- iii) **Your** Comprehensive Insurance Certificate
- iv) **Your** Driving Licence
- v) A settlement letter from **Your** insurer showing the amount **Your** claim has been settled for.
- vi) Police report (if applicable)
- vii) Any additional information **You** wish to enclose to substantiate **Your** claim.
- viii) **Your** Bank Sort Code and Account Details (Filled in on the claim form)

**You may be required, on request, to provide a copy of Your passport, driving license and proof of residency.**

**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. CLAIMS CONDUCT

**You** must give The **Administrator** any information or help that they ask for and **You** must not settle, reject, negotiate or agree to pay any claim without their written permission. No person is entitled to admit liability on **Our** behalf or to give any representations or other undertakings binding upon **Us** except with **Our** written consent. **We** shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in **Your** name.

#### 9.2. 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.

#### 9.3. KEEPING TO THE TERMS

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

#### 9.4. 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.

#### 9.5. OTHER INSURANCE

If **You** were covered by any other insurance for the same **Excess**, **We** will only pay **Our** share of the claim.

## 10. COMPLAINTS

### 10.1 COMPLAINTS ABOUT THE SALE OF ADMINISTRATION OF YOUR POLICY

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

Commercial and General Ltd  
Unit MCAG02, Building A, Ground Floor,  
Room 2, Marvan Court,  
1 Waldegrave Road, Teddington,  
TW11 8LZ  
Telephone: +44 (0) 20 3740 4431  
Email: [complaints@comandgen.com](mailto:complaints@comandgen.com)

### 10.2. IF YOU REMAIN DISSATISFIED

If **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, which 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:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Telephone: +44 (0) 20 7654 1000  
Facsimile: +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](http://www.financial-ombudsman.org.uk)

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

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

## **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.