INSURANCE SERVICES

EXCESS PROTECTION

POLICY WORDING

INSURANCE SERVICES

LEXUS MOTOR EXCESS PROTECTION

Welcome to **Your** Lexus 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.**

This document contains important information about **Your** cover. **You** should read it carefully and then store it in a safe place.

CONTENTS

Meaning of words 2

Eligibility 3

- You're eligible for this policy if
- You're not eligible for this policy if
- To be covered

Your Cover 4

- What's covered
- Where & when
- What's not covered

Making a claim 7

Changes in Circumstance 8

Cancellations 9

Complaints 10

Legal, Regulatory and Data Protection 11

- Your insurer
- Premiums
- Law applicable to this policy
- Financial Services Compensation Scheme
- Other insurance
- Fraud
- Data protection

How to contact us 14

You must have taken delivery of **Your Vehicle** through an authorised **Lexus** 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.
Authorised Claim	Where **We** have accepted **Your** claim and have agreed to pay **Your Motor Insurance Excess**
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 an **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.
Insurer	Aioi Nissay Dowa Insurance UK Limited, company number 11105895.
Lexus Accident Management Care	A comprehensive accident damage repair service offered through Lexus approved bodyshops and retailers. All repairs arising from a **Motor Insurance Claim** must be conducted through this service for any benefit to be paid under this policy. **You** can read more about this service at https://www.lexus.co.uk/owners/servicing-and-maintenance/accident-and-repair.
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**.
Short-term Self-drive	Where another person drives **Your Vehicle** in exchange for a fee.
Supplying Centre	The Lexus motor dealer that supplied **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.
Total Loss	When **Your Vehicle** is the subject of accidental or malicious damage, fire or theft to the extent that a **Total Loss** motor insurance settlement is made and **Your Vehicle** is recorded as salvage category A, B, N or S by the DVLA.
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're eligible for this policy if:

- ✓ You've taken delivery of **Your Vehicle** at an authorised Lexus 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're eligible if all of the above are true.

You're 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**
- ✘ Isn't purchased from a **Supplying Centre**.

You're 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** 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 702 or lexus.support@insurethat.com

YOUR COVER

What's Covered

Your Lexus **Excess** Protection policy is designed to pay **You**, for 1 claim up to a maximum of £350 for your **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 **Lexus Accident Management Care** for any benefit to be claimed under this policy. **Lexus 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.lexus.co.uk/owners/servicing-and-maintenance/accident-and-repair.

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.

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 you make a successful claim under this insurance.
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:

- More than 1 claim
- Any **Incident** which:
  - Does not require **You** to pay a **Motor Insurance Excess**;
  - Is, or could be, an **Imminent Claim**;
  - 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 **Lexus Accident Management Care** to arrange these repairs; or
  - Requires only glass repair / replacement; or
  - Is a vehicle breakdown or mis-fueling event
- Any **Motor Insurance Excess** which:
  - Is **Waived or Reimbursed; or**
  - 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:
  - is rejected by **Your Motor Insurer**; or
  - doesn't exceed your **Motor Insurance Excess.**
  - does not involve **Your Vehicle** as listed on **Your Certificate of Insurance** (for example, where **You** are driving another vehicle).
- Any costs:
  - Greater than £350;
- 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 **Lexus Accident Management Care** for any benefit to be claimed under this policy. **Lexus 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.lexus.co.uk/owners/servicing-and-maintenance/accident-and-repair.

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://lexus.insurethat.com
By email:	lexus.claims@insurethat.com
By telephone:	0333 0444 702
In writing:	Lexus Insurance Services, Ground Floor, Grange Court, 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 **Lexus Accident Management Care** service to arrange these repairs. Please contact them **prior** to making contact with us on **0333 103 8739**

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 Driver(s)** 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:
  - **Your** personal and **Vehicle** details;
  - Full details of the **Incident** and the resulting damage;
  - A copy of the settlement letter from **Your Vehicle's Motor Insurer**;
  - 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**).

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://lexus.insurethat.com
By email:	lexus.support@insurethat.com
By telephone:	0333 0444 702
In writing:	Lexus Insurance Services, Ground Floor, Grange Court, 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 private (personalised) number plate
- You change Your address
- You change Your name (for example, due to marriage)
- You or any Named Driver(s) develop any medical or physical condition that may impair Your or the Named Driver(s) 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

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://lexus.insurethat.com
	By email:	lexus.support@insurethat.com
	By telephone:	0333 0444 702
	In writing:	Lexus Insurance Services, Ground floor, Grange Court, 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. As this policy is provided at no cost, no refund will be applicable if you chose to cancel

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 or via email. Valid reasons may include but are not limited to:

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

As this policy is provided at no cost, no refund will be applicable in the event of cancellation.

COMPLAINTS

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

By email:	complaints@lexus-im.com
By telephone:	0333 0444 702
In writing:	Lexus Insurance Services, PO Box 1308, Newcastle upon Tyne, NE12 2BF

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:	complaint.info@financial-ombudsman.org.uk
In writing:	The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Financial Ombudsman Service

For more information, please visit https://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 Aioi Nissay Dowa Insurance UK Limited, registered in England and Wales (11105895) and authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No. 816870. Its registered office is Aioi Nissay Dowa Insurance UK Limited, 7th Floor, 52-56 Leadenhall Street London, EC3A 2BJ.

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

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 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

Your information and what **We** do with it – Putting **Your** mind at rest

The **Insurer** and **Administrator** (referred to as **We**, **Our** or **Us**) need to obtain personal information from **You** to provide **You** with this policy of insurance.

Lexus Excess Protection is underwritten by Aioi Nissay Dowa Insurance UK Limited. **You** trust **Us** to look after **Your** personal information when **You** buy **Our** products and **We** know **We** have a responsibility to protect this information. The details provided here are a summary of how **We** collect, use, share, transfer and store **Your** information. Please note that references to '**We**', '**Us**' or '**Our**' may also include **Our** holding company and/or subsidiaries.

For full details of **Our** Privacy Notice, please go to https://lexus.insurethat.com or contact **Our** Data Protection Officer at: 7th Floor, 52-56 Leadenhall Street, London EC3A 2BJ.

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at DPO@ane-e.com.

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.

INSURANCE SERVICES

HOW TO CONTACT US

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

Claims

Online:	https://lexus.insurethat.com
By email:	lexus.claims@insurethat.com
By telephone:	0333 0444 702
In writing:	Lexus Insurance Services, Ground floor, Grange Court, Sitka Drive, Shrewsbury Business Park, Shrewsbury, Shropshire, SY2 6LG

Customer Services

Online:	https://lexus.insurethat.com
By email:	lexus.support@insurethat.com
By telephone:	0333 0444 702
In writing:	Lexus Insurance Services, Ground floor, Grange Court, 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.