

Commercial Vehicle Excess Protection Insurance Policy Summary

keyfacts®

Some important facts about the insurance are summarised below. This summary does not form part of the contract and does not describe all the terms and conditions of the policy, so please take time to read the policy document to make sure you understand the cover it provides. A copy of the full policy documentation is available on request if it is not provided with this summary.

Insurer

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Marketing Intermediary

Kindertons Ltd (FCA number 306969), which is authorised and regulated by the Financial Services Authority (or equivalent) to carry out general insurance mediation business activities in and from within the United Kingdom. Kindertons Ltd deals only with the selling broker in relation to this insurance.

Cooling off period

Kindertons Limited will refund the Insured's premium in full if, within 14 days, they decide that it does not meet their needs or that they do not want this policy, provided that a claim has not been reported. The 14 day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the later. Once the 14 days has expired, the Insured has the right to cancel this insurance; however, no refund of premium will be due.

Jurisdiction and law

This insurance policy will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

What makes up this policy?

This policy and the Certificate of Insurance or Confirmation of Coverage must be read together as they form the insurance contract.

Monetary limits

We can insure the Insured up to the amount of the sum insured as specified on the Insured's Certificate of Insurance or Confirmation of Coverage document.

Who is eligible to purchase this policy?

Any person: -

1. Permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
2. Any person who has a current and valid UK driving licence, or holds a full internationally recognised licence.

Cover Provided

1. Cover is provided for the Excess that the Insured is responsible for following the successful settlement of any loss, destruction or damage claim for the Insured's Motor Vehicle(s) under the Insured's Commercial Vehicle(s) Insurance Policy in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where the Insured was at fault the claim will be settled when We are in receipt of the settlement letter from the Insured's Motor Insurer. For claims where the Insured is deemed either partially at fault or not at fault if the Insured's Excess is not recovered from the third party within 6 months from the date of Incident We will reimburse any Excess payment for which the Insured has been made liable up to the Annual Aggregate Limit insured under the policy.
2. Cover will only operate when the Excess of the Commercial Vehicle(s) Insurance Policy is exceeded and following the successful claim payment.
3. The maximum amount payable under this policy will be the Annual Aggregate Limit as shown in the Insured's Certificate of Insurance or Confirmation of Coverage. Once the Annual Aggregate Limit is exhausted this policy is automatically cancelled and the Insured is then liable for all and any future Excess payments as defined in the Insured's Commercial Vehicle(s) Insurance Policy.

Coverage limits available

- a) £350 in any one policy period
- b) £500 in any one policy period
- c) £750 in any one policy period
- d) £1,000 in any one policy period
- e) £1,500 in any one policy period

Conditions Applicable

1. This Commercial Vehicle Excess Protection Insurance Policy will continue to respond for the Period of Insurance or until the Annual Aggregate Limit is exhausted; whichever comes first.
2. The Commercial Vehicle(s) Insurance Policy must be maintained, current and valid.
3. The Insured stated on the Certificate of Insurance or Confirmation of Coverage must match the Insured on the Commercial Vehicle(s) Insurance Policy.
4. In the event that any misrepresentation or concealment is made by the Insured or on the Insured's behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.
5. Right of Recovery - We can take proceedings in the Insured's name but at Our expense to recover for Our benefit the amount of any payment made under this policy.
6. Other Insurance - If the Insured was covered by any other insurance for the Excess payable following the Incident, which resulted in a valid claim under this policy, We will only pay Our proportionate share of the claim.
7. The Insured and any Named Drivers must take reasonable steps to safeguard against loss or additional exposure to loss.
8. We will only give the Insured the cover that is described in this policy if any party claiming cover has complied with the terms and conditions under the Commercial Vehicle(s) Insurance Policy and all the terms and conditions of this insurance policy, as far as they apply.
9. If the Insured or anyone on the Insured's behalf make a claim under this policy that is found to be false or fraudulent in any way, the policy is void and any claim will not be paid.
10. All Named Drivers must have a current full and valid UK driving licence, or hold a full internationally recognised licence.
11. We have the right to approach any third party in relation to the Insured's claim.

What is not covered (exclusions)

1. Any claim that the Commercial Vehicle(s) Insurance Policy does not respond to or the Excess there under is not exceeded.
2. Any claim that is refused under the Commercial Vehicle(s) Insurance Policy.
3. Any claim where the Motor Vehicle is being used
 - a) in any competition, trial, performance test, race or trial of speed, including off-road events, whether between Motor Vehicle(s) or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event,
 - b) for any purpose in connection with the motor trade.
4. Any claim under the Commercial Vehicle(s) Insurance Policy which occurred prior to the Period of Insurance as shown on the Insured's Certificate of Insurance or Confirmation of Coverage that the Insured was aware was an Imminent Claim.
5. Any claim notified to Us more than 31 days following the successful settlement of the Insured's claim under the Commercial Vehicle(s) Insurance Policy.
6. Any contribution or deduction from the settlement of the Insured's claim against the Commercial Vehicle(s) Insurance Policy other than the stated policy Excess for which the Insured has been made liable.
7. Any claim that has been Waived or Reimbursed.
8. Any liability that the Insured accepts by agreement or contract, unless they would have been liable anyway.
9. Any claim arising from glass repair or replacement.
10. Any claim arising from breakdown or mis-fuel.
11. Where the total number of Motor Vehicles covered under the Insured's Commercial Vehicle(s) Insurance Policy or owned by the Insured purchasing this policy is greater than 100.
12. Any claim resulting from war and/or terrorism.
13. Any claim resulting from:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
14. Any Incident that occurs during the Waiting Period.

Claims

How to Make a Claim

Your claim will be handled on the insurer's behalf by ClaimEz. ClaimEz is an online web based system managed by Strategic Insurance Services Limited (SISL) who, whilst handling claims, is acting as an agent of the insurer.

The claim process has been specifically designed to make it as quick and efficient as possible to process and handle Your claim.

You will be asked to provide Your scheme code which is 20210

If You have access to the internet:

Visit Our claims website: www.claimEZ.com where You will be able to register Your claim, enter all the necessary details and upload the documents that will be specified to You. Our internet solution is the quickest and easiest way to submit Your claim to Us.

If You do not have access to the internet:

Please call ClaimEz on 0203 503 0500 to notify Us of Your claim. Some initial details will be taken and You will then be sent a claim form by post to complete and return to Us along with supporting documentation that will be specified to You. When calling Us, please have Your policy number to hand. Please note that a postal claim may take significantly longer to settle than an online claim; especially if We need to write to You to request additional information.

Failure to follow these steps may delay or jeopardise the payment of Your claim.

Complaints Procedure

We do everything possible to make sure that the Insured receives a high standard of service. If the Insured is not satisfied with the service received, they should address their enquiry/ complaint to:

For sales complaints:
Kindertons Limited
Kindertons House
Marshfield Bank
Crewe
Cheshire
CW2 8UY

For claim complaints:
The Customer Care Manager
ClaimEz (SIS)
PO Box 70931
London
SW20 2EE
customercare@claimEZ.com

Please provide full details of the policy and in particular the Insured's policy/claim number to help the enquiry to be dealt with speedily.

If Your complaint is not resolved within 8 weeks or You are not satisfied with the outcome You may be able to refer the complaint to the Financial Ombudsman Service (Ombudsman): -

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

T: 0300 123 9123
E: complaint.info@financial-ombudsman.org.uk
W: www.financial-ombudsman.org.uk

These procedures do not affect the Insured's right to take legal action.