

# Motor Excess Protection Insurance

## Introduction

Thank you for choosing Motor Excess Protection Insurance. The information in this policy wording contains important information and **We** have made it as easy as possible to understand. Please take time to read through it and contact **Us** if **You** need any further information. This policy is designed specifically for **Named/authorised Drivers** as per the main motor policy.

## Selling Broker

An FCA authorised intermediary, who is acting on behalf of the customer and able to advise upon, sell and administer general insurance products in the UK. Please check the **Certificate of Insurance or Confirmation of Coverage** for details of the selling broker.

## Marketing Intermediary

Kindertons Limited (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 Limited deals only with the selling broker in relation to this insurance.

## 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](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

Claims are administered via an online web based system (ClaimEz) managed by Strategic Insurance Services Limited (SISL) authorised and regulated by the Financial Conduct Authority (FCA). FCA Firm reference Number is 307133. Registered Office: 36-38 Botolph Lane, London EC3R 8DE, United Kingdom. Postal Address: PO Box 70931, London, SW20 2EE, United Kingdom.

## What Makes up this Policy?

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

## Insuring Clause

In consideration of payment of the premium, the insurer will indemnify or otherwise compensate **You** against financial loss as described in and subject to the terms, conditions, limits and exclusions of this policy, occurring or arising during the **Period of Insurance** or any subsequent period for which the insurer agrees to accept a renewal premium.

## Cooling off Period

Kindertons Limited will refund **Your** premium in full if, within 14 days, **You** decide that it does not meet **Your** needs or that **You** do not want this policy, provided **You** have not reported a claim. 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, **You** have the right to cancel this insurance; however, no refund of premium will be due to **You**.

## 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.

## Definitions

Where **We** explain what a word means that word will be highlighted in bold print and will have the same meaning wherever it is used in the policy

**"Annual Aggregate Limit"** means the maximum amount payable in the **Period of Insurance** as shown in **Your Certificate of Insurance or Confirmation of Coverage**.

**"Certificate of Insurance or Confirmation of Coverage"** - this forms part of this policy document and contains the name of the **Policyholder** and gives details of the cover provided by this policy.

**"Excess"** means the amount **You** are responsible for/have to pay under the terms of **Your Motor Insurance Policy**.

**"Imminent Claim"** means an **Incident** that could give rise to a claim under this policy that **You** are or were aware of prior to the inception date of this policy that was to be or had just been reported under **Your Motor Insurance Policy**.

**"Incident"** means a claim occurrence under **Your Motor Insurance Policy** during the **Period of Insurance**.

**"Motor Insurance Policy"** means **Your** insurance policy covering; social, domestic and pleasure use by the **Policyholder** and/or a **Named Driver(s)**; and includes commuting to a single place of work and occasional personal business use by the **Policyholder** issued by an authorised and regulated **Motor Insurer** to **You** in respect of **Your Motor Vehicle**.

**"Motor Insurer"** means an authorised UK **Motor Insurer**.

**"Motor Vehicle"** means a

**"Business Car"** (not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers that is used for personal and/or commercial business.

**"Motorcycle"** (also called a motorbike) constructed with two-wheels and powered by an engine used only for social, domestic and pleasure use (including commuting to a single place of work).

**"Motor Home"** a special purpose vehicle for the carriage of passengers, their effects and includes living accommodation used only for social, domestic and pleasure use.

**"Private Motor"** (not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers used only for social, domestic and pleasure use (including commuting to a single place of work).

**"Named Driver(s)"** means drivers in addition to **You** who are permitted to drive under the terms of **Your Motor Insurance Policy**.

**"Period of Insurance"** means the period for which **We** have accepted the premium as stated in **Your Certificate of Insurance or Confirmation of Coverage**.

**"Waiting Period"** means the first 14 days of this policy. The **Waiting Period** will not apply if this policy is a renewal with AmTrust Europe Limited or has been purchased within 14 days of the **Motor Insurance Policy**

**"Waived or Reimbursed"** means where a third party has already made good the **Excess** shown in the schedule of **Your Motor Insurance Policy**.

**"We/Us/Our"** means AmTrust Europe Limited.

**"You/Your/Insured Person/Policyholder"** means the person whose name appears on **Your Certificate of Insurance or Confirmation of Coverage**.

## Cover Provided

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

## What is not Covered (Exclusions)

- Any claim that **Your Motor Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
- Any claim that is refused under **Your Motor Insurance Policy**.
- Any claim where the **Motor Vehicle** is being used
  - for hire and reward
  - for any purpose in connection with the motor trade
  - in 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 authorisation of any such event
- Any claim under **Your Motor Insurance Policy** which occurred prior to the **Period of Insurance** as shown on **Your Certificate of Insurance or Confirmation of Coverage** that **You** were aware was an **Imminent Claim**.
- Any claim notified to **Us** more than 31 days following the successful settlement of **Your** claim under **Your Motor Insurance Policy**.
- Any contribution or deduction from the settlement of **Your** claim against **Your Motor Insurance Policy** other than the stated policy **Excess** for which **You** have been made liable.
- Any claim that has been **Waived or Reimbursed**.
- Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
- Any claim arising from glass repair or replacement.
- Any claim arising from breakdown or misfuel.
- Any claim resulting from war and/or terrorism.
- 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.
- Any **Incident** that occurs during the **Waiting Period**

## Conditions Applicable

- Your** Motor Excess Protection Insurance Policy will continue to respond for the **Period of Insurance** or until **Your Annual Aggregate Limit** is exhausted; whichever comes first.
- Your Motor Insurance Policy** must be maintained, current and valid.
- The **Insured Person** must match the name of the individual stated on **Your Motor Insurance Policy**.
- In the event that any misrepresentation or concealment is made by **You** or on **Your** 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.
- 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.
- Other Insurance - If **You** were 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.
- You** must take reasonable steps to safeguard against loss or additional exposure to loss.
- We** will only give **You** the cover that is described in this policy if **You** have complied with the terms and conditions under **Your Motor Insurance Policy** and all the terms and conditions of this insurance policy, as far as they apply.
- If **You** 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. This insurance is only valid if **You** are a permanent resident of the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).

11. **You** and any **Named Driver** must have a current full and valid UK driving licence, or hold a full internationally recognised licence.

12. **We** have the right to approach any third party in relation to **Your** claim.

#### 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](http://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 **You** receive a high standard of service. If **You** are not satisfied with the service that **You** receive, **You** should address **Your** 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](mailto:customercare@claimEZ.com)

Please provide full details of **Your** policy and in particular **Your** policy/claim number to help **Your** enquiry to be dealt with speedily.

If **Your** complaint is not resolved **You** may be able to refer **Your** 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](mailto:complaint.info@financial-ombudsman.org.uk)  
W: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

These procedures do not affect **Your** right to take legal action.

#### Compensation Scheme

**You** may be entitled to compensation from the scheme if AmTrust Europe Limited cannot meet its obligations. Most insurance contracts are covered for 90% of the claim, without any upper limit. AmTrust Europe Limited is a member of the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

#### Data Protection

**We** may store, use and process **Your** personal information in order to administer **Your** policy and provide **You** with **Our** services; identify other products and services that might be suitable for **You**; renew **Your** policy with **Us** and keep **Our** records about **You** up to date. **We** may also use the information to prevent and detect fraud and/or money laundering or similar activity. **We** will use **Your** information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers.

Under the Data Protection Act 1998 **You** are entitled to a copy of the information **We** hold about **You** on request, upon payment of the relevant fee. Please let **Us** know if **You** think any information **We** hold about **You** is inaccurate so that **We** can correct it. The information **We** hold about **You** is confidential. **We** may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom **We** pass it provides an adequate level of protection, however, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

**We** may monitor and record phone calls to help maintain **Our** quality standards and for security purposes.

#### Financial Crime statement

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance We** may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the **Policy Schedule**. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.