

# Motor Excess Protection Insurance Policy Summary

keyfacts®

Some important facts about **Your** insurance are summarised below. This summary does not form part of the contract and does not describe all the terms and conditions of **Your** 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 to **You** 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](http://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 Ltd 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 days 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.

## What makes up this policy?

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

## Monetary limits

**We** can insure **You** up to the amount of the sum insured as specified on **Your 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 **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.
2. Cover will only operate when the **Excess of Your Motor 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 **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**.

## 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. **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.
2. **Your Motor Insurance Policy** must be maintained, current and valid.
3. The **Insured Person** must match the name of the individual stated on **Your Motor Insurance Policy**.
4. 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.
5. 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.
6. 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.
7. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. **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.
9. 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.

## What is not covered (exclusions)

1. Any claim that **Your Motor Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
2. Any claim that is refused under **Your Motor Insurance Policy**.
3. Any claim where the **Motor Vehicle** is being used
  - a) for hire and reward
  - b) for any purpose in connection with the motor trade
  - c) 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
4. 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**.
5. Any claim notified to **Us** more than 31 days following the successful settlement of **Your** claim under **Your Motor Insurance Policy**.
6. 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.
7. Any claim that has been **Waived or Reimbursed**.
8. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
9. Any claim arising from glass repair or replacement.
10. Any claim arising from breakdown or misfuel.
11. Any claim resulting from war and/or terrorism.
12. 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.
13. 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.clamez.com](http://www.clamez.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@clamez.com](mailto:customercare@clamez.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](mailto:complaint.info@financial-ombudsman.org.uk)  
W: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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