

Motor Trade Excess Insurance

Introduction

Thank you for choosing Motor Trade Excess 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 authorised / **Named Drivers** as per the main **Motor Trade Road Risks Insurance 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 **Policy Schedule** for details of the selling broker.

Marketing Intermediary

Kindertons Limited (FCA number 306969), which is authorised and regulated by the Financial Conduct Authority (or equivalent) to carry out general insurance mediation business activities in and from within the United Kingdom. Kindertons Limited deals 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 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 **Policy Schedule** must be read together as they form the insurance contract.

Insuring Clause

In consideration of payment of the premium, the insurer will indemnify or otherwise compensate the **Insured** 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 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.

If **You** wish to request a cancellation then please contact **Your** selling broker from whom **You** purchased this policy.

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 the **Insured's Policy Schedule**.

"Excess" means the amount the **Insured** is responsible for/have to pay under the terms of the **Insured's Motor Trade Road Risks Insurance Policy**.

"Imminent Claim" means an **Incident** that could give rise to a claim under this policy that the **Insured** is or was aware of prior to the inception date of this policy that was to be or had just been reported under the **Insured's Motor Trade Road Risks Insurance Policy**.

"Incident" means a claim occurrence under the **Insured's Motor Trade Road Risks Insurance Policy** during the **Period of Insurance**.

"Insured/You/Your" means the party referred to on the **Policy Schedule** and whose name also appears on the **Motor Trade Road Risks Insurance Policy**

"Motor Trade Road Risks Insurance Policy" means the road risks section of a motor trade policy that covers losses and/or damage to **Motor Vehicles** incurred as a result of traffic accidents and/or against liability that could be incurred to a third party **Motor Vehicle** insurance policy issued by a **Motor Trade Insurer** to the **Insured** in respect of the **Insured's Motor Trader** business.

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

"Motor Trader" is a person or persons actively operating a formal business on a full or part-time basis for profit, either selling **Motor Vehicles** or providing a service relating to repair or maintenance of **Motor Vehicles**.

"Motor Vehicle(s)" means a

- 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.
- B. COMMERCIAL VEHICLE not exceeding an unloaded weight of 44 metric tonnes being used for transporting goods.
- C. PRIVATE MOTOR (also called a car but not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers

"Named Driver(s)" means drivers who are permitted by the **Insured** to drive under the terms of their **Motor Trade Road Risks Insurance Policy**.

"Period of Insurance" means the period for which **We** have accepted the premium as stated in the **Policy Schedule**.

"Policy Schedule" this forms part of this policy document and contains the name of the **Insured** and gives details of the cover provided by this policy.

"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 Trade Road Risks Insurance Policy**.

"Waived or Reimbursed" means a claim where a third party has already made good the **Excess** shown in the schedule of the **Insured's Motor Trade Road Risks Insurance Policy**.

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

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 any **Motor Vehicle** under the **Insured's Motor Trade Road Risks 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 ClaimEz is in receipt of the settlement letter from the **Insured's Motor Trade 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** covered under the policy.
2. Cover will only operate when the **Excess** of the **Insured's Motor Trade Road Risks Insurance Policy** is exceeded and following the successful claim payment.
3. The maximum amount payable for any one claim under this policy will be the amount of the **Excess** on the **Insured's Motor Trade Road Risks Insurance Policy** or £1,000 whichever the lesser subject to the **Annual Aggregate Limit**.
4. The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown in the **Insured's Policy Schedule**. 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 Motor Trade Road Risks Insurance Policy**.
5. **Annual Aggregate Limits** available for purchase are:
 - a) £500 in any one **Period of Insurance** (up to 3 **Motor Vehicles**)
 - b) £1,500 in any one **Period of Insurance** (up to 5 **Motor Vehicles**)
 - c) £3,000 in any one **Period of Insurance** (up to 10 **Motor Vehicles**)
 - d) £5,000 in any one **Period of Insurance** (up to 20 **Motor Vehicles**)

What is not Covered (Exclusions)

1. Any claim that **Your Motor Trade Road Risks Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
2. Any claim that is refused under **Your Motor Trade Road Risks Insurance Policy**
3. Any **Incident** that occurs during the **Waiting Period**
4. Any claim where the **Motor Vehicle** is being used
 - a) primarily as a taxi, courier or roadside recovery vehicle at the time of the **Incident**
 - b) 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,
5. Any claim under the **Motor Trade Road Risks Insurance Policy** which occurred prior to the **Period of Insurance** as shown on the **Insured's Policy Schedule** that the **Insured** was aware was an **Imminent Claim**.
6. Any claim notified to **Us** more than 31 days following the successful settlement of the **Insured's** claim under the **Motor Trade Road Risks Insurance Policy**.
7. Any contribution or deduction from the settlement of the **Insured's** claim against the **Insured's Motor Trade Road Risks Insurance Policy** other than the stated policy **Excess**, for which the **Insured** has been made liable.
8. Any claim that has been **Waived or Reimbursed**
9. Any liability that the **Insured** accepts by agreement or contract, unless they would have been liable anyway
10. Any claim arising from glass repair or replacement.
11. Any claim arising from breakdown, mis-fuel
12. Any claim arising from the commercial combined aspect of the **Motor Trade Road Risks Insurance Policy**.

13. If the number of **Motor Vehicles** covered under the **Motor Trade Road Risks Insurance Policy** at inception exceeds that allowed for the chosen **Annual Aggregate Limit**.
14. High performance vehicles unless such vehicles represent only an incidental part of the **Motor Trade Road Risks Insurance Policy**.
15. Any claim resulting from war and/or terrorism.
16. 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.

Conditions Applicable

1. This Motor Trade Excess Insurance Policy will continue to respond for the **Period of Insurance** or until the **Annual Aggregate Limit** is exhausted; whichever comes first.
2. The **Motor Trade Road Risks Insurance Policy** must be maintained, current and valid.
3. The **Insured** stated on the **Policy Schedule** must match the **Insured** on the **Motor Trade Road Risks Insurance Policy**
4. All **Motor Vehicle(s)** that exceed an unloaded weight of 3.5 metric tonnes must be owned, hired or leased by the **Insured**.
5. 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.
6. 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.
7. 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.
8. The **Insured** and any **Named Drivers** must take reasonable steps to safeguard against loss or additional exposure to loss.
9. **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 **Motor Trade Road Risks Insurance Policy** and all the terms and conditions of this insurance policy, as far as they apply.
10. 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.
11. This Motor Trade Excess Insurance Policy only covers **Named Drivers** who are duly authorised to drive and as provided for under the **Insured's Motor Trade Road Risks Insurance Policy**.
12. The **Insured** should be a company located in the United Kingdom.
13. **We** have the right to approach any third party in relations to the **Insured's** claim.
14. All **Named Drivers** must have a current full and valid UK driving licence, or hold a full internationally recognised licence.

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 20211

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.

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).

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 Policy 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.