

Motor Trade Excess Insurance Policy Summary

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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 (or equivalent) to carry out general insurance mediation business activities in and from within the United Kingdom. Kindertons Ltd deals with the selling broker in relation to this insurance.

Marketing Intermediary

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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.

Monetary limits

We can insure the **Insured** up to the amount of the sum insured as specified on the **Insured's Policy Schedule** document.

Cover Provided

- 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.
- 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.
- 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**.
- 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**.
 - £500 in any one **Period of Insurance** (up to 3 **Motor Vehicles**)
 - £1,500 in any one **Period of Insurance** (up to 5 **Motor Vehicles**)
 - £3,000 in any one **Period of Insurance** (up to 10 **Motor Vehicles**)
 - £5,000 in any one **Period of Insurance** (up to 20 **Motor Vehicles**)

Conditions Applicable

- 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.
- The **Motor Trade Road Risks Insurance Policy** must be maintained, current and valid.
- The **Insured** stated on the **Policy Schedule** must match the **Insured** on the **Motor Trade Road Risks Insurance Policy**.
- All **Motor Vehicle(s)** that exceed an unloaded weight of 3.5 metric tonnes must be owned, hired or leased by the **Insured**.
- 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.
- 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.
- 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.
- The **Insured** and any **Named Drivers** must take reasonable steps to safeguard against loss or additional exposure to loss.
- 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.
- 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.
- 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**.
- The **Insured** should be a company located in the United Kingdom.
- We** have the right to approach any third party in relations to the **Insured's** claim.
- All **Named Drivers** must have a current full and valid UK driving licence, or hold a full internationally recognised licence.

What is not covered (exclusions)

- Any claim that **Your Motor Trade Road Risks Insurance Policy** does not respond to or the **Excess** there under is not exceeded.

- Any claim that is refused under **Your Motor Trade Road Risks Insurance Policy**
- Any **Incident** that occurs during the **Waiting Period**
- Any claim where the **Motor Vehicle** is being used
 - primarily as a taxi, courier or roadside recovery vehicle at the time of the **Incident**
 - 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,
- 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**.
- 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**.
- 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.
- Any claim that has been **Waived** or **Reimbursed**
- Any liability that the **Insured** accepts by agreement or contract, unless they would have been liable anyway
- Any claim arising from glass repair or replacement.
- Any claim arising from breakdown, mis-fuel
- Any claim arising from the commercial combined aspect of the **Motor Trade Road Risks Insurance Policy**.
- 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**.
- High performance vehicles unless such vehicles represent only an incidental part of the **Motor Trade Road Risks Insurance Policy**.
- 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.

Claims

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.