

## Your Policy Terms and Conditions

## Cover Provided

- Subject to the appropriate premium being paid, the Insurer will pay **you** in each relevant **Period of Insurance**, an amount equal to the amount of the **Excess** in relation to each settled claim on **your Motor Insurance Policy** up to **your Cover Limit** in respect of claims arising as a result of fire, theft, flood, vandalism or an accident that was **your fault**, or partially **your fault**, or where within 6 months **you** are unable to recover **your excess** from a liable third party.
- The Insurer will pay **you** in each relevant **Period of Insurance**, an amount equal to the amount of the **Excess** **You** have to pay following a claim under the terms of **Your Car Rental Agreement** up to **Your Cover Limit**. Cover is provided for up to 60 days per year, Worldwide. **Your** car rental must be arranged through a fully licensed and authorised **Car Rental Company** operating in the country or state of hire. Where an accident occurs **Your** UK Motor insurer must be notified of the accident if **We** are to consider **Your** claim.
- Cover Limits** available
  - £350 in any one policy period
  - £500 in any one policy period
  - £1,000 in any one policy period
- Please refer to the **Certificate of Insurance** or **Confirmation of Coverage** document for **your** annual aggregate **Cover Limit**.

## Who is eligible to purchase this policy?

## Any person: -

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

## What is not covered (Exclusions)

- Any claim that **your** main **Motor Insurance Policy** does not respond to or where the **Excess** is not exceeded.
- Any claim on the **Motor Insurance Policy** or **Car Rental Agreement** which occurred prior to the Attachment Date of this policy as shown on **your Certificate of Insurance** or **Confirmation of Coverage** document.
- Any claim where the **Motor Insurance Policy** or **Car Rental Agreement** is on the basis of or includes **Commercial Travel**.
- Any claim notified to **us** more than 31 days following the settlement of **your** claim by **your Motor Insurance Policy** insurer or **Car Rental Company**.
- Any contribution or deduction from the settlement of **your** claim against **your Motor Insurance Policy** or **Car Rental Agreement** other than the stated policy **Excess**, for which **you** have been made liable.
- Where a third party has **Waived or Reimbursed** **you** and made good which is the first amount of any claim, shown in the schedule under own damage of **your Motor Insurance Policy**.
- Any liability **you** accept by agreement or contract, unless **you** would have been liable anyway.
- Any claim that is refused by **your Motor Insurance Policy** Insurers to whom **you** are claiming.
- Motor Insurance - **You** must maintain at all times during the period of this policy a **Motor Insurance Policy** issued to **you** in respect of **your Motor Vehicle** by a **Motor Insurer** registered and authorised in the UK.
- Any claim arising from glass repair or replacement.
- Claims for the **Excess** against the **Car Rental Agreement** where the persons driving are not named on the **Car Rental Agreement**.
- Claims for the **Excess** against the **Car Rental Agreement** arising from operation of the vehicle in violation of the **Car Rental Agreement**.

## Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy.

- You / Your / Insured Person** means the person (the "Policyholder") whose name appears at the top of **your Certificate of Insurance** or **Confirmation of Coverage** document.
- We / Us / Our** means AmTrust International Underwriters Limited.
- Claims Administrator** means Business & Domestic Insurance Services, Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ.
- Excess** means the amount **you** must pay under the terms of **your Motor Insurance Policy** or **Car Rental Agreement**.
- Period of Insurance** means the period for which **we** have accepted the premium as stated in **your Certificate of Insurance**.
- Cover Limit** means the total aggregate amount which **we** will pay to **you** under this policy during the relevant **Period of Insurance** being the amount specified on **your Certificate of Insurance**.
- Motor Insurance Policy** means the insurance policy issued by an authorised UK **Motor Insurer** to **you** in respect of **your Motor Vehicle**.
- Motor Insurer** means a **Motor Insurer** registered and authorised in the UK.
- Named Driver(s)** means drivers in addition to **you** who are permitted to drive under the terms of **your Motor Insurance Policy** or **Car Rental Agreement**.
- 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.
- Waived or Reimbursed** means where a third party has already made good which is the first amount of any claim, shown in the schedule under own damage of **your Motor Insurance Policy** or **Car Rental Agreement**.
- Motor Vehicle** a **Motor Vehicle** or **Motorcycle** (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers and does not exceed 3.5 tonnes, of which **you** are the owner or which **you** are authorised to drive.
- Motorcycle** means a **Motorcycle** (also called a motor bicycle or motorbike) which is constructed with two-wheeled and powered by an engine of which **you** are the owner or which **you** are authorised to ride.
- Driving Instructor** means Approved **Driving Instructor** (ADI) with the Driving Standards Agency.
- Commercial Travel** means commercial use by sales representatives.
- Car Rental Agreement** means the contract signed by **You**, where **You** are named on the **Certificate of Insurance** issued by the **Car Rental Company**, that states the **Excess** for which **You** are responsible in the event of a claim.
- Car Rental Company** means a company licensed in the territory in which it is situated to provide vehicles for rental.

## General conditions applicable

**You** must comply with the following conditions to have the full protection of **your** policy.

- Cover is provided under the following "Use Types";
  - Social Domestic & Pleasure
  - Personal Business Use by Policyholder
  - Personal Use by a **Named Driver(s)**.
  - Personal Business Use by Policyholder **Named Driver(s)**
  - Business use by Policyholder / **Named Driver** (excluding **Commercial Travel**)

2. Approved **Driving Instructors'** are included.
3. This policy will continue to respond for the period of the insurance or until **your** chosen **Cover Limit** is exhausted; whichever comes first.
4. The **Motor Insurance Policy** that **you** have must be current and valid and provided by an FCA regulated and authorised UK insurer.
5. The **Car Rental Agreement** must have been issued by a **Car Rental Company** that is fully licensed with and authorised by the regulatory authority of that country, state or local authority.
6. The Policyholder as stated on the **Certificate of Insurance** or **Confirmation of Coverage** document must match the lead name of the individual on the **Motor Insurance Policy** that has responded, and to which this policy will respond to the amount of the **Excess**.
7. Only when the **Excess** of the current and valid main insurance policy is exceeded and following the successful claim payment will this policy respond.
8. 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 this policy may be voided and no refund of premium will be given.
9. 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.
10. 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** share of the claim.
11. Reasonable Precautions - **you** must take reasonable steps to safeguard against loss or additional exposure to loss.
12. Keeping to the terms of this policy - **we** will only give **you** the cover that is described in this policy if any person claiming cover has met with all its terms and the terms of the policy, as far as they apply.
13. Fraudulent Claims - If **you** make a claim under this policy that is false or fraudulent in any way, the policy is void and any claim will not be paid.

## Insurer

This Insurance is underwritten by AmTrust International Underwriters Limited, a company registered in Ireland under Registration No. 169384 and whose Registered Office is at 40 Westland Row, Dublin 2, Ireland. AmTrust International Underwriters Limited is authorised and regulated by the Central Bank of Ireland and is licenced to operate in the United Kingdom under a Freedom of Services basis as directed by the European Communities (Non-Life Insurance) Framework Regulations, 1994, under Registration No 203014.

This insurance is administered and claims are handled on behalf of the Insurer by Business & Domestic Insurance Services.

Business & Domestic Insurance Services is trading style of Motorway Direct Plc, which is authorised and regulated by the Financial Conduct Authority (FCA), Financial Services Register number 311741. Registered Office; Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ. Registered in England & Wales No. 03222540. Group VAT registration: 804 0501 84.

For details of authorised firms visit the FCA website on [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA consumer helpline on 0800 111 6768.

The Insurer is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot meet Our obligations to you. This depends on the type of business and circumstances of the claim. Insurance arranging and administration is covered for 90% of the claim with no upper limit. You can learn more about this scheme at [www.fscs.org.uk](http://www.fscs.org.uk) or by phoning 0800 678 1100 or 0207 741 4100.

## What makes up this policy?

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

## Cooling off period

**Your Policy Administrator** will refund in full **your** premium, if, within 14 days of purchasing this insurance **you** decide that it does not meet **your** needs providing that **you** have not reported or are intending to report a claim. Once the 14 days has expired **you** may cancel this insurance but no refund of premium will be given.

## Claims

Should **you** wish to claim under this policy, **you** should go to; [www.excessprotectclaims.co.uk](http://www.excessprotectclaims.co.uk)

**You** will be able to complete this claim form online. Alternatively please call the **claims administrator** on 0844 893 7781 to notify **Your** claim with them.

Once **you** have received communication confirming **your** claim number from the **claims administrator** **you** should send the following;

1. A copy of the acknowledgement letter received from the claims administrator.
2. A copy of your Motor & Car Hire Insurance Excess Protect Certificate of Insurance or Confirmation of Coverage document.
3. You must provide a copy of your settlement letter from your Main Insurance Policy insurer, which must state the amount settled and the **Excess** deducted.

Please post a copy of the original claim form that **you** completed online or over the phone with all the required supporting documentation to:-

### Business & Domestic Insurance Services Excess Protect Claims

Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ.

Should **you** need to contact the **claims administrator** please call 0844 893 7781 or email [claims@excessprotect.co.uk](mailto:claims@excessprotect.co.uk)

## 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.

## Complaints Procedure

**We** hope **You** will be completely happy with this Insurance but if something does go wrong, **We** would like to know about it. **We** will do **Our** best to resolve the issue and make sure it doesn't happen again.

### Complaints about the sale of this Insurance

If **You** have any concerns regarding the sale of this Insurance, please contact the selling dealer or agent.

### Complaints about this Insurance

Please contact **Our** Customer Services Manager either by telephone on 0844 893 7781, or by e-mail to [bdicustomerrelations@businessanddomestic.co.uk](mailto:bdicustomerrelations@businessanddomestic.co.uk). Alternatively write to **Us** at Business & Domestic Insurance Services, Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ.

### If You need to complain

**We** will acknowledge **Your** complaint within five working days.

If **you** remain unhappy with **our** final response, or **we** have not managed to provide a final response within 8 weeks of **your** complaint, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service for help and advice.

There are several ways you can contact them:

- Phone: 0800 023 4567 or 0300 123 9123
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Post: Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

### Financial Services Compensation Scheme (FSCS)

The Insurer is covered by the FSCS. **You** may be entitled to compensation from the scheme if the Insurer cannot complete their obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers 90% of the claim is covered with no upper limit.

Further information about the compensation scheme is available from [www.fscs.org.uk](http://www.fscs.org.uk) or by phoning 0800 678 1100 or 0207 741 4100.

**Please make sure You always quote Your policy number from the Schedule.**

**This complaints procedure does not affect Your statutory rights.**

## Data Protection Act 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.