

Private Motor Excess Protect - Total Loss Insurance



To make a claim, please call:

01224 848388

Policy Summary - Key Facts

keyfacts®

Thank you for choosing Private Motor Excess Protect - Total Loss 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.

JD Concepts Ltd is authorised and regulated by the Financial Services Authority (firm reference number FRN 314466) for the sale and administration of general insurance products in the United Kingdom and throughout the Members of the European Economic Area (EEA).

Insurer

This policy is underwritten by AmTrust International Underwriters Limited, whose registered office is at 40 Westland Row, Dublin 2, Ireland. AmTrust International Underwriters Limited are registered in Ireland under registration number 169384 and are authorised by the Irish Financial Services Regulatory Authority. AmTrust International Underwriters Limited is regulated for the conduct of UK business under FSA Ref. No. 203014.

What makes up this policy?

This policy document must be read together as they form **Your** insurance contract.

Cover Provided

- Cover is provided for the **Excess** for **Your** vehicle that **You** are responsible for following the successful settlement by **Your Motor** Vehicle Insurer of any fire theft and attempted theft claim or alternatively it is where the Insured Vehicle has been a Total Loss.
- The maximum amount payable by this Policy is the Excess under Your Motor Insurance Policy or the value of the Motor Vehicle at the date of loss up to a maximum of £500 whichever is the lesser amount.
- This Insurance will be cancelled when a single claim is made and accepted.

What is not covered

- Any claim that **Your main Motor Insurance Policy** does not respond to.
- Any claim on the main insurance policy which occurred prior to the attachment date of this Insurance.
- Any claim where the main insurance policy issued by an authorised UK **Motor Insurer** 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** main policy insurer.
- Any contribution or deduction from the settlement of **Your** claim against **Your** main insurance policy 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** main 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 by a UK registered and authorised **Motor Insurer** to **You** in respect of **Your Motor** vehicle.
- Any **Excess** claim arising from glass repair or replacement.

War and terrorism exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other consequence to the loss:-

- War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- Or any act of terrorism.

For the purpose of this statement; any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Statement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above. If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this Statement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Monetary limits

We can insure **You** up to the amount of the sum insured as specified on **Your** insurance document.

Cooling off period

JD Concepts Ltd 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** have no right to cancel this insurance.

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 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, please contact in the first instance, **Your** agent or the Issuing Agent with whom the policy was taken out. If **You** remain dissatisfied then **You** should address **Your** enquiry/complaint to:

The Customer Services Manager
JD Concepts Ltd
70 Eastbourne Road
Southport
PR8 4DU

Please provide full details of **Your** policy and in particular **Your** policy number to help **Your** enquiry to be dealt with speedily. If **You** are still unhappy. If **Your** complaint is one of the few that cannot be resolved by this stage, please write to: Claims Manager, AmTrust International Underwriters Limited, 40 Westland Row, Dublin 2, Ireland

Should **You** remain dissatisfied, short of court action, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS) who will undertake an impartial and independent review of **Your** complaint. The address and telephone number is: Financial Ombudsman Service, South Quay Plaza 183 Marsh Wall, London E14 9SR
Telephone: 0845 080 1800

The Financial Ombudsman Service will only consider **Your** complaint if **You** have given the Administrators and Us the opportunity to resolve it and **You** are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If, however, **Your** complaint is not resolved within 40 working days, the FOS will accept a direct referral.

In all correspondence, please supply details of **Your** policy number to enable the enquiry to be dealt with promptly.

None of the above affects any right of action **You** have.

Whilst **We** and the Administrators are bound by the decision of the FOS, **You** are not.

Who is eligible to purchase this Policy?

- Any person who is 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 hold a full internationally recognised licence.

Definitions - Meaning of Words

You/Your/Insured Person- means the person whose name appears at the top of **Your Insurance** document.

We/Us/Our- means AmTrust International Underwriters Limited.

Excess- means the amount **You** must pay 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** policy document.

Motor Insurance Policy- means the insurance policy issued by an authorised UK Motor Insurer to **You** in respect of **Your Motor** vehicle.

Total Loss- means the vehicle is completely written off by the insurer.

Event- means each claim occurrence during the **Period of Insurance**.

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

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

Driving Instructor- means Approved **Driving Instructor** (ADI) with the Driving Standards Agency.

Motor- a vehicle (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 or 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 drive.

Commercial Travel- means commercial use by sales representatives.

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JD CONCEPTS LTD

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Terms & Conditions

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 Policy Holder & Named Driver(s).
 - Business use by Policy Holder / Named Driver (excluding **Commercial Travel**).

- Approved Driving Instructors are included.
- The insurance policies that **You** have must be current and valid insurance that is provided by an FSA regulated and compliant UK insurer.
- The policyholder as stated on the insurance document must match the lead name of the individual on the main policy that has responded and to which this policy will respond to the amount of the **Excess**.
- Only when the **Excess** of the current and valid main insurance policy is exceeded and follow the successful claim payment will this Policy respond to its full value.
- 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.

What is not covered (Exclusions)

- Any claim that **Your** main **Motor Insurance Policy** does not respond to.
- Any claim on the main insurance policy which occurred prior to the attachment date of this Insurance.
- Any claim where the main Insurance Policy issued by an authorised UK **Motor Insurer** 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** main policy Insurer.
- Any contribution or deduction from the settlement of **Your** claim against **Your** main Insurance Policy 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** main 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 by a UK registered and authorised **Motor Insurer** to **You** in respect of Your Motor.
- Any **Excess** claim arising from glass repair or replacement.
- Any claim other than from fire theft and attempted theft or alternatively it is where the insured vehicle has been a total loss.

War and terrorism exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other consequence to the loss:-

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In the event any portion of this Statement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Conditions Applicable

- 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** share of the claim.
- Reasonable Precautions - **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
- 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 Excess Protect Insurance Policy, as far as they apply.
- 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.

Claims

Making a claim

Please call H&R Insurance Services on **01224 848388** to notify **Your** claim with them. At the time **You** call them they will complete the claim form with **You** over the telephone. They will then send the claim form together with an acknowledgement letter by post to **You** for **You** to check that all details recorded by them are correct.

If **You** are happy with the completed claim form details please post a copy of the acknowledgement letter (which contains **Your** claim reference number) together with the following supporting documentation:

- A copy of **Your** Vehicle Excess document;
- You** must provide a copy of **Your** settlement letter from **Your** Insurance Company, which must state the amount settled and the Excess deducted.

On receipt of all relevant and correct documentation, full details of **Your** claim will be issued to Business & Domestic Administration who will adjudicate **Your** claim. Business & Domestic Administration can be contacted by telephone on **0844 854 1498** or by post to the address below:

Business & Domestic Administration
Excess Protect Claims
1 Waterside Court
Bold Street
Sheffield
S9 2LR

PLEASE NOTE: FAILURE TO FOLLOW THESE STEPS MAY DELAY AND / OR JEOPARDISE THE PAYMENT OF YOUR CLAIM.

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