



# Motor Excess Protection Policy Wording

XSP0225

## WELCOME

This policy wording contains the details of what is and is not covered and the terms and conditions. These are the same for everyone who has a policy.

**You** also have a policy schedule. This shows the details that are specific to **your** policy - for example:

- **your** details
- the premium **you** have to pay
- details of the **vehicle** the policy is for
- when **your** cover starts and ends (the **period of insurance**).
- any options **you** have chosen, for example the level of cover.

Please:

- check that the information in the policy schedule is correct and that the policy is right for **You**. If anything is not right, please contact **us**.
- check that the information in the policy schedule is correct and that the policy is right for **You**. If anything is not right, please contact **us**.

This policy is administered by Auto Legal Protection Services Limited (ALPS). ALPS registered address is Sunnyside Mill, Highfield Road, Congleton, CW12 3AQ and company registration number is 3676991. ALPS is authorised and regulated by the Financial Conduct Authority (FCA), FCA register number 300906.

Benefits and services under this policy will be provided by Auto Legal Protection Services Limited (ALPS).

This insurance is governed by the laws of England and Wales.

If **you** need an audio version of this document or a copy in braille, please contact ALPS on 01260 241 000.

## TERMS OF COVER

This insurance is managed and provided by Auto Legal Protection Services Limited ("ALPS"). It is underwritten by AmTrust Specialty Limited, on whose behalf **we** act.

### Insurer

This policy is underwritten by AmTrust Specialty Limited, whose registered address is Market Square House, St James' Street, Nottingham, NG1 6FG, company registration number 01229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, FCA register number 202189.

**You** can check this on the FCA's register by visiting the website: [www.fca.org.uk/register](http://www.fca.org.uk/register)

### Demands and Needs

This **motor excess insurance policy** meets the demands and needs of a policyholder seeking to protect the **excess** they are liable for following a successful claim under their **main insurance policy**.

### Cooling Off

If **you** find that this cover does not meet **your** needs, **you** can cancel the policy by contacting **your** insurance broker within 14 days of receiving this document. **You** will receive a full refund of the premium **you** have paid for the policy provided that **you** have not made any claims.

### Cancellation

If **you** cancel the policy after the 14-day cooling off period, no refund of premium will be available. To cancel the policy please contact **your** insurance broker.

**We** may cancel the policy if there is a valid reason for **us** to do so by giving **you** at least 7 days' notice at **your** last-known address. If **we** cancel the policy, providing the premium has been paid in full and no claims have been made under the policy, **you** will be entitled to a proportionate refund of the premium for any **period of insurance** remaining. Valid reasons include:

- a) Non-payment of the premiums;
- b) Threatening and abusive behaviour;
- c) Non-compliance with the policy terms and conditions.

If **you** made a claim against the policy before its cancellation, or there is an incident which may lead to a claim, then **you** will not be entitled to any refund of the policy premium.

## DEFINITIONS

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings.

### Business Use Class 3 (BU3)

**You** and authorised drivers using the vehicle for business, to solicit orders, deliver pre-purchased goods. This includes sales representatives, consultants and agents and anyone else who uses the vehicle to travel from customer to customer for commercial business use.

### Excess

The amount **you** must pay towards any claim under **your main insurance policy**. The **excess** is the first part of any payment of a claim.

### Main Insurance Policy

The **motor vehicle** insurance policy, provided by an insurer authorised to conduct insurance business in the **United Kingdom**.

### Motor Excess Insurance Policy

This insurance policy together with the respective **policy schedule**.

### Motor Insurance

A **main insurance policy** of a **motor vehicle** that covers losses and or damage incurred as a result of traffic accidents and /or against liability that could be incurred to a **third party**.

### Motor Vehicle

A private motorised car or motorbike which is registered at **your** main permanent place of residence in the **United Kingdom**, used for social and domestic purposes and/or commuting to **your** usual place of work, 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.

### Period of Insurance

The period of time which this **motor excess insurance policy** applies to and that is shown on **policy schedule**.

### Policy Schedule

The document that contains the name of the policyholder and gives details of the cover provided by this **motor excess insurance policy**.

### Settled Claim

A valid claim paid under **your main insurance policy** or, in case of a **motor insurance**, by a relevant **third party** if **you** were at fault.

### Third Party

A person or company liable to **you** in respect of a claim.

### Total Annual Limit

The total amount of cover **you** have bought under **your motor excess insurance policy** as stated in **your policy schedule**.

### United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Waived or Reimbursed

A right is given up or an amount is paid under a **main insurance policy**.

### We/Us/Our

AmTrust Specialty Limited.

### You/Your/Policyholder

The person whose name appears on the **policy schedule** of this **motor excess insurance policy** and is over 21 years old.

## COVER

**We** will pay **you** an amount equal to the **excess** in relation to each **settled claim** on **your main insurance policy** up to **total annual limit** in respect of claims arising from a **motor insurance** claim only. This **motor excess insurance policy** covers one **motor vehicle** only.

**You** are also covered in the event of a non-fault claim if **you** have been unsuccessful in recovering the **excess** cost from a **third party** after six months of making a valid claim against them under **your main insurance policy**.

Cover is provided under the following types of use;

- a) Social, domestic pleasure and commuting.
- b) Personal business use by policyholder or partner, including **business use class 3**.

Once **you** have made claims which reach the **total annual limit**, no further payments will be made under this policy and this **motor excess insurance policy** will end for the current **period of insurance**. **You** will then be liable for all and any future **excess** payments as defined in **your main insurance policy**, for the remainder of the **period of insurance**.

**You** may choose to renew this **motor excess insurance policy** at the next renewal of **your main insurance policy**.

Please refer to **your policy schedule** to check the **total annual limit** **you** have chosen.

## GENERAL EXCLUSIONS

1. Claims for **excess** that do not arise from a **main insurance policy**.
2. Late reported claims: Any claim reported to **us** more than 31 days following the settlement of a fault claim or more than 6 months if **you** have been unsuccessful in recovering the **excess** cost from a **third-party** following a non-fault claim
3. Claims if the **excess** is **waived or reimbursed** or not exceeded.
4. Claims if the incident took place outside the **period of insurance** of this **motor excess insurance policy**.
5. 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.
6. Motor claims related to using **your motor vehicle** for hire and reward.
7. **Motor vehicles** not named in the **main insurance policy**.
8. Motor claims arising from breakdown, misfuelling, windscreen repair or replacement or any glass repair or replacement to **your** vehicle.
9. Any losses caused by war, revolution or any similar event.
10. Any losses caused by:
  - a) Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - b) Radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
11. Any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, Computer Virus or process or any other electronic system.
12. Any cover or losses under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

## GENERAL CONDITIONS

1. The **main insurance policy** must be valid and provided by an insurer authorised to conduct insurance business in the **United Kingdom**.
2. **Your** name must be stated as the **policy holder** in the **policy schedule** and the **main insurance policy**.
3. In the event that any misrepresentation or concealment is made by **you** or on **your** behalf in obtaining cover or making a claim under this **motor excess insurance policy** this policy will be void and no refund of premium will be given.
4. If **you** are covered by any other insurance for the **excess** payable, which results in a valid claim under that policy, **we** will only pay our proportionate share of the claim.
5. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
6. **You** must permanently reside in the **United Kingdom**.
7. If **we** pay a claim under any cover provided by this insurance that may be recoverable from a **Third Party**, **we** will be entitled to ask for all reasonable help from **you** to take action in **your** name to get back **our** costs from the **Third Party**.
8. This insurance contract is between **you** and **us**. Any person or company who is not party to this **motor excess insurance policy** has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any condition of this policy. This does not affect any other rights another organisation has apart from under that Act.
9. If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:
  - not pay **your** claim; and
  - recover (from **you**) any payments **we** have already made in respect of that claim; and
  - terminate **your** insurance from the time of the fraudulent act; and
  - inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.
10. If **you** are a private individual the following applies to **you**:
 

When **we** accept **your** application for this insurance, **we** will rely on the information **you** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, or make changes to, **your** policy. If the information provided by **you** is not complete and accurate the extent of cover may be affected and:

  - **we** may cancel **your** policy and refuse to pay any claim or

- **we** may not pay any claim in full.

**We** will write to **you** if **we**:

- intend to cancel **your** policy; or
- need to amend the terms of **your** policy; or require **you** to pay more for **your** insurance.

If **you** become aware that information **you** have given **us** is incomplete or inaccurate, **you** must inform ALPS.

11. If **you** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to **you**: Under the Insurance Act 2015 **you** have a duty to make fair presentation of the risk to **us** before this policy starts, at each renewal and when **you** make any amendment(s) to cover. This means **you** must:
- a) disclose all material facts of which **you** know or ought to know.
  - b) make the disclosure in a reasonably clear and accessible way.
  - c) make sure that every material representation of fact is substantially correct and made in good faith.

#### What is a Material Fact?

A material fact is information that would influence **our** decision as to whether to insure **you** and, if so, on what terms. For the purposes of the duty of fair presentation, **you** are expected to know the following;

- (a) If **you** are an individual (such as a sole trader or individual partner) what is known to **you** and anybody who is responsible for arranging this insurance, or
- (b) if **you** are not an individual (such as a limited company or partnership):
  - what is known to anybody who is part of **your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.
  - what should reasonably be revealed by a reasonable search of the information available to **you**. The information may be held within **your** organisation (including, for example, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.
  - If the insurance is intended to insure subsidiaries, affiliates, or other parties, **you** are expected to have included them in **your** enquiries and inform **us** if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.
- (c) Whether **you** are an individual or not, what should reasonably be revealed by a reasonable search of the information available to **you**.

#### Breach of duty

If **you** breach **Your** duty to make fair presentation of the risk to **us**, then:

- where the breach was deliberate or reckless, **we** may avoid this policy, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **we would not** have agreed to provide cover under the policy on any terms, **we** may avoid this policy and refuse all claims, but **we** will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **we would** have agreed to provide cover under this policy but on different terms (other than premium terms), **we** may require that this policy includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, **we** would have agreed to provide cover under this policy but would have charged higher premiums, **our** liability for any loss amount payable shall be limited to the proportion that the premium **we** charged bears to the higher premium that **we** would have charged. For example: if, due to a breach of fair presentation, **we** charged a premium of £100 but **we** should have charged £200, then for any claim submitted and agreed at a settlement value of £50, **You** will only be paid £25.

## CUSTOMER SERVICES INFORMATION

### How to Make a Claim

To make a claim, please use one of the following methods.

#### By Internet

To notify **your** claim online, please visit our claims website: [valid8.alpsltd.co.uk](http://valid8.alpsltd.co.uk) where **you** will be able to create an account and register **your** claim and submit documents via **our** portal. The documents required to submit **your** claim are;

- A copy of **your** completed insurance claim form;
- **Your motor excess insurance policy schedule**;
- Confirmation of settlement of the claim against **your main insurance policy**, which must state the amount settled.
- Proof of the **excess** payment or deduction;
  - If your **motor vehicle** is repairable, **we** will require a copy of the **excess** payment receipt provided to **you** by the repairing garage OR a copy of the **excess** invoice and a bank statement showing the payment made.
  - If your **motor vehicle** is deemed a total loss, **we** will require confirmation in writing from **your** insurer confirming the **excess** amount that has been deducted from the total loss settlement.

#### How to Claim By Email

Please email a copy of **your** documents to [claim@alpslegal.co.uk](mailto:claim@alpslegal.co.uk)

#### By Phone

To speak to our claims team and report the details of **your** claim, please call: 01260 241000

Unless a **conflict of interest** arises **you** are not covered for legal fees incurred before court proceedings are issued unless **you** use **our** panel solicitors or their agents which **we** will appoint to act for **you**.

In order to make a claim **you** are required to notify **us** of a claim within 31 days following the settlement of a fault claim or within 6 months if **you** have been unsuccessful in recovering the **excess** cost from a **third-party** following a non-fault claim. Failure to do so may result in **your** claim being rejected.

### Privacy and Data Protection Notice

AmTrust Specialty Limited will keep your personal information safe and private. There are laws that protect your privacy and they follow them carefully. Under the laws, AmTrust Specialty Ltd are the company responsible for handling your information (Data Controller). Here is a simple explanation of how they use your personal information. For more information visit their website at [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn).

What they do with your personal information

AmTrust Specialty Limited might need to use the information they have about you for different reasons.

For example, they might need it:

- to run through their computerised system to decide if they can offer you this insurance.
- to help you if you have any queries or want to make a claim.
- to provide you with information, products or services if you ask them to.
- for research or statistics.

They will need it:

- to provide this insurance.
- to contact you to ask if you want to renew it.
- to protect both you and them against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about your health or any criminal convictions you might have. They might need this kind of information to decide if they can offer you this insurance or to help you with a claim. They will only use this information for these specific reasons and in line with regulatory conditions.

They might need to share your information with other companies or people who provide a service to us, or to you on their behalf. They include companies that are part of their group, people they work with, insurance brokers, their agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else they might need to share it with by law. They will only share your information with them if they need to and if it is allowed by law.

Sometimes they might need to send your information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). They currently send it to the USA and Israel. They make sure that your information is always kept safely and treated in line with the law and this notice.

- You can tell them if You do not want them to use your information for marketing.
- You can also ask them to provide you with the information they have about you and, if there are any mistakes or updates, you can ask them to correct them.
- You can also ask them to delete your information (although there are some things they cannot delete). You can also ask them to give your information to someone else involved in your insurance.
- If You think they did something wrong with your information, you can complain to the local data protection authority.

AmTrust Specialty Limited will not keep your information longer than they need to. They will usually keep it for 10 years after your insurance ends unless they have to keep it longer for other business or regulatory reasons.

If you have any questions about how they use your information, you can contact their Data Protection Officer. You can find their contact details on their website [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn).

A copy of ALPS' Data Protection Notice is available at [www.alpsltd.co.uk/privacy-policy](http://www.alpsltd.co.uk/privacy-policy)

### Complaints Procedure

**We** are committed to providing **you** with the highest standard of service and customer care. **We** realise however, that there may be occasions when **you** feel that **you** did not receive the standard of service **you** expect.

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

### Complaints about the Sale of this Insurance

If **you** have any concerns regarding the sale of this insurance, please contact **your** insurance broker.

### Complaints about the administration of this policy or a claim

Auto Legal Protection Service Limited (ALPS) aim to give **our** insured a high level of service at all times. However if **you** have a complaint about **your** policy please contact:

ALPS Limited, Sunnyside Mill, Highfield Road, Congleton, Cheshire CW12 3AQ.

Telephone: 01260 241555

Email: [complaints@alpsltd.co.uk](mailto:complaints@alpsltd.co.uk)

**We** will contact **you** and handle **your** complaint on **our** behalf. **We** will contact **you** within three working days of receiving **your** complaint to inform **you** of what action is being taken. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take longer than four weeks **we** will tell **you** when **you** can expect an answer.

In the event that **you** are unhappy with the response to **your** complaint, or **you** have not received a response within 8 weeks of the date **your** complaint was received, **you** may be eligible to refer **your** case to the Financial Ombudsman Service, who can review

complaints from 'eligible complainants', but **you** must do so within 6 months of receiving a final response from **us**, or on **our** behalf. Further information can be found at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service exists to help resolve complaints when the insurer has not been able to resolve matters to **your** satisfaction and the service **they** provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This complaints procedure does not affect any legal right **you** have to take action against **us**.

#### Financial Services Compensation Scheme (FSCS)

**We** are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **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.

#### Authorisation

Auto Legal Protection Services is authorised and regulated by the Financial Conduct Authority, Firm Reference Number is 300906.

This can be checked on the Financial Services Register by visiting the website: [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Auto Legal Protection Services Ltd (ALPS). Registered office. Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ. Company number 3676991. FCA number 300906.

AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA United Kingdom, Registered Number: 1229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).