

Motor Vehicle Excess Protection Policy Wording

insurance
green and simple

www.greeninsurancecompany.co.uk



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Demands and Needs Statement

This Policy meets the demands and needs of The Green Insurance Company (TGIC) customer whose vehicle has suffered malicious damage, been in an accident, fire, attempted to be stolen or a stolen recovered incident or had their vehicle stolen and it remains unrecovered. This Policy will cover You against a financial loss incurred as a result of having to meet the full amount of the stated Excess in respect of a claim made on Your Motor Vehicle Insurance Policy within the terms and conditions of Your Motor Vehicle Excess Protection Cover.

The Green Insurance Company (TGIC) does not make personal recommendations as to the suitability of the Policy to individual circumstances.

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.

The policy is arranged and claims administered by Business and Domestic Insurance Services which is a trading style of Motorway Direct Plc. Motorway Direct Plc are authorised and regulated by the Financial Services Authority (FSA), authorisation number 311741. Motorway Direct's address is 1 Waterside Court, Bold Street, Sheffield, S9 2LR.

You can get information about the FSA Register by phoning their Consumer Helpline 0845 606 1234 (local rates apply) or by visiting their website at www.fsa.gov.uk.

What makes up this policy?

This Policy and the covering letter must be read together as they form Your insurance contract.

Changing your mind – Your right to cancel

You have the right to cancel this policy. If your policy is cancelled within 14 days you will receive a full refund, as long as no claim has been made. If it is cancelled after 14 days the premium will be charged in full.

If you want to cancel your policy please call us on 0845 272 7603. Alternatively, you can write to us at; The Green Insurance Company, 1 Masterton Way, Tannochside Business Park, Uddingston, G71 5PU

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 whose name appears at the top of Your covering letter.

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

This Policy runs along with Your Green Insurance Motor Insurance Policy, and if the Motor Insurance Policy is cancelled/not renewed, all cover under this insurance will end.

Motor Insurance Policy

Means the Insurance Policy issued by an authorised UK Motor Insurer to You in respect of Your motor vehicle.

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.

Covering Letter

This forms part of this Policy Document and contains the name of the Policy Holder.

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.

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

Commercial Travel

Means commercial use by sales representatives.

Who is eligible to purchase this policy?

Any person:

1. Permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).

2. Any person who has a current and valid UK driving licence, or holds a full internationally recognised licence.

Cover provided

1. Cover is provided for the Excess that You paid following the successful settlement of any physical damage claim for Your vehicle by Your Motor Vehicle Insurer in respect of claims arising as a result of accidental damage, fire, theft, flood or vandalism.
2. The maximum amount payable per claim is the Excess You paid towards Your Motor Insurance claim. Only when the Excess of the Motor Insurance Policy is exceeded will a claim be allowed. This policy will not pay more than the limit of the cover You have bought.
3. The maximum amount payable during the Policy (the annual aggregate cover limit) is shown on your cover schedule. Coverage limits available:
 - a) £500 in any one policy period
 - b) £1000 in any one policy period.

General conditions applicable

You must comply with the following conditions to have the full protection of Your Policy.

1. Cover is provided under the following "Use Types";
 - A Social Domestic & Pleasure
 - B Personal Business Use by Policyholder
 - C Personal Use by a Named Driver(s).
 - D Personal Business Use by Policy Holder & Named Driver(s)
 - E Business use by Policy Holder/Named Driver (excluding Commercial Travel – BU3)

2. The excess protect policy will continue to respond for the Period of the Insurance or until your chosen level of indemnity on this excess protect policy is exhausted; whichever comes first.
3. The insurance policy that You have must be a current and valid private car motor insurance policy that is provided by The Green Insurance Company.
4. The Policyholder as stated on the Certificate of Insurance or Cover Letter 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.
5. In the event that any misrepresentation or concealment 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.
6. Right of Recovery – We can take proceedings in Your name but at Our expense to recover for Our benefit the amount of payment made under this Policy.
7. 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.
8. Reasonable Precautions – You must take reasonable steps to safeguard against loss or additional exposure to loss.
9. 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.

What is not covered (Exclusions)

1. Any claim that Your main motor insurance policy does not respond to or the Excess is not exceeded.
2. Any claim on the main insurance policy which occurred prior to inception date of this insurance.
3. Any claim where the main insurance policy issued by an authorised UK motor insurer is on the basis of or includes Commercial Travel.
4. Any claim notified to Us more than 31 days following the settlement of your claim by your main policy insurer.
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. 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.
7. Any liability You accept by agreement or contract, unless You would have been liable anyway.
8. Any claim that is refused by Your main policy insurers to whom you are claiming.
9. 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:
 - i. 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;

ii 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 (i) and/or (ii) 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 Insured Person.

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

10. Any excess claim arising from glass repair or replacement.

Conditions applicable: Claims

Making a claim:

Claim via the internet

Should you wish to claim under this policy, you should go to;

www.excessprotectclaims.co.uk

You will be able to complete this claim form online.

Once you have received a 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 Excess Protect Cover Schedule.
3. You must provide a copy of your settlement letter from your Motor 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 with all the required supporting documentation to:

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

[If you do not have access to the internet and would like to claim via telephone](#)

Please call the claims administrator on **0844 854 1498** 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 (Business & Domestic Administration) 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:

1. A copy of your Excess Protect Cover Schedule.
2. You must provide a copy of your settlement letter from your Motor Insurance Policy insurer, which must state the amount settled and the Excess deducted.

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

Should you need to contact the claims administrator please call 0844 8541498 or email 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 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 Underwriting Manager
Business & Domestic Administration Department
1 Waterside Court
Bold Street
Sheffield
S9 2LR

We expect complaints to be quickly and satisfactorily resolved at this level; however you can take the matter further by writing to:

The Claims Manager
AmTrust International Underwriters Limited
40 Westland Row
Dublin 2
Ireland

or email: dublinclaims@amtrustgroup.com

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

Tel: 0800 023 4567

Compensation Scheme

AmTrust International Underwriters 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).

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Uddingston G71 5PU

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Company number SC314868
VAT number 380094850

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Glasgow G71 5PU

The Green Insurance Company is an insurance intermediary, authorised and regulated by the Financial Services Authority. For your protection and ours, calls may be recorded.

www.greeninsurancecompany.co.uk

