

## UNDERSTANDING YOUR POLICY

Please read this document carefully and make sure You understand and fully comply with its terms and conditions. Failure to do so may jeopardize the payment of any claim which might arise and could lead to the policy becoming void. Please ensure You keep it in a safe place so You can read it again if You need to.

### The Policy

We will provide the insurance as stated in this policy. The Proposal/Policy Schedule, which includes the signed declaration and the undertaking to pay the premium, is the basis of the contract and forms part of the policy. The policy contains details of the insurance cover You have bought, what is excluded from the cover and the conditions of this insurance.

### Contract of insurance

This policy is evidence of a contract of insurance. This policy will only become effective when We have received payment in full and received and accepted the Proposal/Policy Schedule. This policy is not transferable.

### The Proposal/Policy Schedule

The proposal form and any other information provided by the Insured or on his/her behalf. In consideration of the Insured having completed a proposal form and the required premium paid to the Administrator (please note this policy is not valid until such premiums have been received), the Insurers agree to indemnify the Insured up to the maximum liability detailed herein, subject always to the Definitions, conditions, exclusions and periods contained herein.

### Legal Rights

This insurance is in addition to Your legal rights and is not to be substituted for the supplier's liability if the Vehicle is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

## DEFINITIONS

The words below have a specific meaning and will appear throughout this document with a capital letter. For ease of reference these definitions have been placed in alphabetical order.

**Administrator** means AutoProtect (MBI) Limited, Cambridge House, Cambridge Road, Harlow, Essex CM20 2EQ. Telephone number: 0871 384 1167.

**Claims Office** means the office, which deals with claims matters arising from this policy and the telephone number detailed in this document.

**Date of Loss** means the date of the incident to the Vehicle in respect of which a Total Loss is subsequently paid under the Motor Insurance Policy.

**Geographical Limits** means the area in which this policy is effective and are Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, member countries of the European Community and any other country for which an international motor insurance Green Card in respect of the Vehicle is effective at the Date of Loss.

**Insured Value** means the amount You received under the Motor Insurance Policy in respect of the Vehicle as a result of a Total Loss or the Market Value of the Vehicle, whichever is the higher.

**Introducer** means the party, person or company who has arranged this insurance on Your behalf.

**Market Value** means the value at the Date of Loss of a motor vehicle which is the same age, mileage, make and model as the insured Vehicle. Such value to be determined by referring to Glass's Guide retail value. Dealer fitted accessories, extended warranties, any insurance premiums, (including this insurance policy) administration fees and/or road fund licences are excluded.

**Motor Insurance Policy** means a fully comprehensive policy of motor insurance which covers the Vehicle in respect of damage, fire and theft, and which is maintained in Your name throughout the Period of Insurance, or in respect of contract hire and leasing contracts the authorised/named driver for the Vehicle.

**Negative Equity** means an amount carried over from a previous finance agreement which is not directly linked to the purchase of the Vehicle.

**Period of Insurance** means the dates shown in the Proposal/Policy Schedule.

**Proposal / Policy Schedule** means any signed proposal and declaration together with any additional information You may have supplied to Us in support of Your application for insurance.

**Sum Insured** means the maximum amount that can be claimed in total during the Period of Insurance as shown in the Proposal/Policy Schedule.

**Total Loss** means You have claimed under the Motor Insurance Policy and the claim has been settled, with the vehicle salvage forfeited and a total loss payment made in full and final settlement.

**Vehicle** means the vehicle as shown on the Proposal/Policy Schedule and the Motor Insurance Policy. The vehicle must be registered and principally used in the UK, having a maximum purchase price (including factory fitted accessories but not dealer fitted accessories) of £75,000 and which is less than 7 years old on the date of commencement. The following makes of vehicles are excluded:- Aston Martin, Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NSX models, Lamborghini, Lancia Thema, Lotus, Maserati, Maybach, Mitsubishi 3000GT, Marcos, Noble, Rolls Royce, TVR and Vans above 3500kg Gross Vehicle Mass (GVM). Kit cars, Grey imports and any American make of vehicle unless manufactured as right-hand drive for the UK market. Any vehicle not mentioned in Glass's Guide, commercial vehicles over 3500kg GVM, emergency vehicles, taxis, driving school vehicles, buses, scooters, motorcycles, invalid carriers or vehicles used for road racing, rallying, pace making, speed testing or any other competitive event or any vehicle which has been modified other than in accordance with the manufacturers specifications and any make of vehicle not built for principal sale in the UK.

**We / Us / Our** means AmTrust Europe Limited, Market Square House, St James's St, Nottingham, NG1 6FG.

**You / Your / Yourself** means the registered keeper of the Vehicle, or in respect of contract hire and leasing contracts the authorised driver for the Vehicle.

## WHAT IS COVERED

If within the Period of Insurance an incident occurs whilst the Vehicle is within the Geographical Limits which results in the Vehicle being classed as a Total Loss by the Motor Insurance Policy underwriter, We will pay the financial shortfall between the amount You receive from the Motor Insurance Policy or market value (whichever the greater) and purchase price of the Vehicle, as confirmed in the invoice of sale, up to the Sum Insured. Only one claim can be made under this policy during the Period of Insurance.

The Insurer will meet the cost of the Motor Insurance Policy excess up to a maximum of £250, subject to the following conditions:

1. Confirmation from the Motor Insurance Policy insurers that the policy excess was applicable to the Motor Insurance Policy;
2. Confirmation from the Motor Insurance Policy insurers that the policy excess was not recoverable from any other source of negligent third party;
3. The aggregate total of the car invoice value and the Motor Insurance Policy excess does not exceed the Insured Value; and
4. The payment of the excess will not result in You being compensated twice.

## WHAT IS NOT COVERED

1. Vehicles
  - 1.1. Which have been modified in any way from the manufacturer's specification.
  - 1.2. Which are owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles.
  - 1.3. Used for hire or reward, taxis, racing, pace making, speed testing, reliability trials.
  - 1.4. Over 3500kg GVM.
  - 1.5. The following makes of vehicle are excluded; Aston Martin, Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NSX models, Lamborghini, Lancia Thema, Lotus, Maserati, Maybach, Mitsubishi 3000GT, Marcos, Noble, Rolls Royce, TVR and Vans above 3500kg GVM. Kit cars, Grey imports and any

American make of vehicle unless manufactured as right-hand drive for the UK market.

- 1.6. Any vehicle not mentioned in Glass's Guide, commercial vehicles over 3500kg GVM, emergency vehicles, taxis, driving school vehicles, buses, scooters, motorcycles, invalid carriers or vehicles used for road racing, rallying, pace making, speed testing or any other competitive event or any vehicle which has been modified other than in accordance with the manufacturers specifications and any make of vehicle not built for principal sale in the UK.
2. Any Total Loss
  - 2.1. Where the Total Loss occurred before the inception of this insurance.
  - 2.2. Loss of whatsoever nature arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on Your or the driver of the Vehicle's part. Any liability directly or indirectly caused by or contributed to by or arising from: ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.
  - 2.3. Any loss, damage or liability occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.
  - 2.4. Any loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination.
  - 2.5. Any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto. For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisations 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. However losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.
3. Any malicious damage/theft claim which is not accompanied by a valid and substantiated crime reference number.
4. VAT where You are VAT registered.
5. Any costs incurred in excess or outside the liability under this insurance including any form of consequential loss.
6. If the Vehicle is stolen by any person having lawful access to the keys of the Vehicle.
7. Any Total Loss which is not the subject of an indemnity under the accidental damage, fire or theft sections of a Motor Insurance Policy.
8. Any Total Loss by accident where the driver of the Vehicle is under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
9. Additional costs for anything other than the purchase of the Vehicle. This includes but is not limited to motor insurance, warranty, payment protection recovery, administration charges, option to purchase charges, late payment charges and arrears, early settlement charges etc.
10. If any misrepresentation or concealment is made by or on Your behalf in support of obtaining the policy or any claim on Your policy.

11. Any loss for additional purchases at the time of purchase of the Vehicle including but not limited to road fund licence, administration charges, insurance premiums including this policy, optional extras - car mats, CD Players etc as these will be taken into account in the Insured Value.

12. Where there is Negative Equity included within Your finance value any Negative Equity will be deducted from the settlement figure.

13. Any amount of the purchase price You paid for the Vehicle by which it exceeds 110% of the Glass's Guide retail valuation (adjusted for mileage and factory fitted accessories) at the time of purchase.

## GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of Your policy. If You do not comply with them We may at Our option cancel the policy or refuse to deal with Your claim or reduce the amount of any claim payment.

### 1. Duty of Care

You must not continue to drive the Vehicle after any damage or incident if this could cause further damage to the Vehicle.

### 2. Eligibility for cover.

You can apply for cover under this policy if at inception:

- You are the registered keeper of the Vehicle, or in respect of contract hire and leasing contracts the authorised/named driver for the Vehicle;
- You are the insured person and named as the policy holder in the fully comprehensive Motor Insurance Policy for the Vehicle, or in respect of contract hire and leasing contracts the authorised/named driver for the Vehicle;
- The Vehicle is under 7 years old; and
- The Vehicle has a value less than that stated as the maximum Vehicle value in the Proposal/Policy Schedule at the time of purchase (including factory fitted accessories but not dealer fitted accessories).

### 3. Fraud

You must not act in a fraudulent manner. If You, or anyone acting for You, make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or make a statement in support of a claim, knowing the statement to be false in any respect; or submit a document in support of a claim, knowing the document to be forged or false in any respect; or make a claim in respect of any loss or damage caused by Your wilful act, or with your connivance, then:

- We shall not pay the claim
- We shall not pay any other claim which has been made or will be made under the policy
- We may at our option declare the policy void
- We shall be entitled to recover from You the amount of any claim already paid under the policy
- We shall not make any return of premium
- We may inform the police of the circumstances

### 4. Cancellation

You may cancel the policy within 14 days of the start date without financial penalty provided no claim has been made. Thereafter both parties must give 14 days notice of cancellation. The policy has no surrender value and no premium paid will be refunded after 14 days of the start date.

### 5. Duty of Disclosure

The policy has been issued based upon information, which You have given to Us about Yourself, and the Vehicle. You have a duty to tell Us immediately of any changes to this information in particular any of the following: change of address, or use of the Vehicle e.g. being used for private hire, failure to do so may invalidate Your cover under this policy. We will then advise You of any changes in terms.

### 6. The Law Applicable to this Policy.

The policy will be governed by the laws of England and Wales.

## CLAIMS CONDITIONS

You must comply with the following conditions to have the full protection of Your policy. If You do not comply with them, We may at Our option cancel the policy or refuse to deal with Your claim, or reduce the amount of the claims payment.

1. Making a Claim: All claims MUST be made within 30 days of the Total Loss occurring. Contact the Claims Office by telephoning 0871 384 1168.

2. Protect the Damaged Vehicle: You must take all reasonable steps to safeguard the Vehicle in the event of any damage occurring to the Vehicle.

3. Malicious Damage and Theft: In the case of malicious damage and theft You must report the incident to the Police and advise AutoProtect of Your valid crime reference number.

4. Claims Procedure: A detailed claims procedure is given in this policy. You must follow this procedure; failure to do so may result in non-payment of Your claim.

5. Salvage: We accept no liability for the responsible disposal of the Vehicle or its salvage in any event.

6. Use of Engineers: At notification of any claim We reserve the right to instruct an independent engineer to inspect the Vehicle before authorising any claim. Any decision on liability will be withheld until this report is received. When this right is exercised We shall have no liability for any loss to You arising from any possible delay.

7. Subrogation: We may at Our sole option take any steps in Your name against any person including but not limited to the Motor Insurance Policy insurer to recover any money We pay in settlement of Your claim. You must give Us all assistance necessary. We may also at Our option take over negotiations with the Motor Insurance Policy insurer with respect to the Total Loss claim.

8. Offer of Settlement: If You accept an offer of settlement in respect of a Total Loss from the Motor Insurance Policy of less than the Market Value of the Vehicle We will settle Your claim using the Market Value.

## HOW TO MAKE A CLAIM

If Total Loss occurs please help the Claims Office by reporting Your claim according to the following procedure.

1. Contact the Claims Office. The claim notification telephone number is 0871 384 1168.

2. For claims authorisation, You must:

- Advise Your policy number and Vehicle details
- Advise the cause of Total Loss
- Provide an itemised repair/replacement cost estimate and a fully completed claim form

3. No benefit shall become payable under this policy until We have received proof to Our satisfaction of:

- Payment of the appropriate premium in respect of the policy
- The payment of the claim for Total Loss under the Motor Insurance Policy
- Evidence of the Total Loss and the Insured Value as at the Date of Loss
- Your Policy number and Vehicle details
- Cause of Total Loss
- Valid crime reference number in the case of malicious damage or theft.
- Your contact and payment details for reimbursement
- Your original invoice detailing purchase price etc.
- Any other evidence which may be reasonably required by Us
- If You accept an offer of settlement in respect of a Total Loss from the Motor Insurance Policy of less than the Market Value of the Vehicle We will settle Your claim using the Market Value.

## COMPLAINTS PROCEDURE

We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens We want to hear about it so that We can try to put things right. If You have cause for complaint it is important You know We are committed to providing You with an exceptional level of service and customer care.

### Step One – contact the Administrator:

The Managing Director  
AutoProtect (MBI) Limited  
Cambridge House  
Cambridge Road  
Harlow  
Essex CM20 2EQ

Tel: 0871 384 1167

Fax: 01279 457910

We expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage but if You remain dissatisfied You can take the issue further.

### Step Two – Contact Us:

The Managing Director  
AmTrust Europe Limited  
Market Square House  
St James's Street  
Nottingham NG1 6FG

### Step Three – If You are still dissatisfied:

In the unlikely event that the matter is still not resolved, Your complaint can be referred to:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Please note You have six months from the date of Our final response in which to refer Your complaint to the Ombudsman. Referral to the Ombudsman will not affect Your right to take legal action against Us. The complaints procedure above does not affect any legal right You may have to take action against Us.

## COMPENSATION SCHEME

AmTrust Europe Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot meet our obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Services Authority of the FSCS. The FSCS can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 020 7892 7300.

## DATA PROTECTION

For the purposes of the Data Protection Act 1998 the Data Controller in relation to any personal data You supply is AutoProtect (MBI) Limited. AutoProtect may use Your data to keep You informed by post, telephone or other means, of any products or services which may be of interest to You. If You do not wish to receive information from AutoProtect please write to:

The Data Protection Officer  
AutoProtect (MBI) Limited  
Cambridge House  
Cambridge Road  
Harlow  
Essex CM20 2EQ

With limited exceptions and on payment of an administration fee, You have the right to access and if necessary rectify information held about You. If You wish to make such an inspection, please write to AutoProtect. AutoProtect will use Your data to set up and administer Your policy, including underwriting and the handling of any claim that may arise, and send Your data in confidence for processing to other companies and repairers, including those located outside the European Union. It may also be disclosed to regulatory bodies for the purposes of ensuring compliance and crime prevention.

**RTI Helpline 0871 384 1167**

Calls may be recorded for training and monitoring purposes.

This policy is provided by:

AmTrust Europe Limited  
Market Square House  
St James's Street  
Nottingham NG1 6FG  
Registered No. 1229676  
Telephone Number 0115 941 1022

Authorised and regulated by the Financial Services Authority.

You can check the above details on the Financial Services Authority Register by visiting the FSA website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.