

Motor Trade Excess Protect Policy Summary



Motor Excess Protect policy summary

Below we have summarised some important facts about your Motor Trade Excess Protect insurance. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. When reviewing your policy, you should read it alongside your policy schedule.

Insurer: Building Block Insurance PCC Limited ('BBI')

The period of cover is shown in your policy schedule

Significant features & benefits

Cover is provided for the Excess that You are responsible for following the successful settlement of any loss, destruction or damage for any Vehicle under the Insured's Motor Trade Insurance Policy in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where You were at fault the claim will be settled when We are in receipt of the settlement letter from Your Motor Insurer. For claims where You are deemed either partially at fault or not at fault if Your Excess is not recovered from the third party within 6 months from the of Incident We will reimburse any Excess payment for which You have been made liable up to the Annual Aggregate Limit insured under the policy.

Significant exclusions

- 1. Any claim that **Your Commercial Motor Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
- 2. Any claim that is refused under Your Motor Trader Insurance Policy.
- 3. Any claim under Your Motor Trader Insurance Policy which occurred prior to the Period of Insurance as shown on Your Certificate of Insurance that You were aware was an Imminent Claim.
- 4. Any contribution or deduction from the settlement of **Your** claim against **Your Motor Trade Insurance Policy** other than the stated policy **Excess** for which **You** have been made liable.
- 5. Any claim arising from glass repair or replacement.

How to make a claim

Your claim will be handled by 2Gether Insurance Ltd. The process has been designed specifically to enable the process and handling of **Your** claim to be as quick and efficient as possible.

Via Email

Please feel free to email enquiries@2gi.co.uk to inform 2Gether Insurance Ltd of Your claim whereby a claim form shall be provided to You.

Or

By Phone

Please call on 01945 465508 to notify 2Gether Insurance Ltd of Your claim. You will be sent a claim form to complete and will be asked to return it along with supporting documentation that will be specific to You.

Failure to follow these steps may delay or jeopardise the payment of Your claim.

Complaints process

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, You should address Your enquiry/complaint to:

For sales complaints: For claim complaints: Please contact your selling broker

2Gether Insurance Ltd

4 Bridge Street

Wisbech

Cambridgeshire

PE13 1AF 01945 465508

Please provide full details of Your policy and in particular Your policy/claim number to help Your enquiry to be dealt with speedily.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the financial Ombudsman Service at:

The Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London E14 9SR

Tel: 0800 023 4567

Complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact Your local authority Trading Standards Service or Citizens Advise Bureau.

How to cancel your policy

Your selling broker will refund Your premium in full if, within 14 days, You decide that it does not meet Your needs or that You do not want this policy, provided You have not reported a claim. The 14 day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the later. Once the 14 days has expired, You have the right to cancel this insurance, however, no refund of premium will be due to You.

If You wish to request a cancellation then please contact Your selling broker from whom You purchased this policy.

Introduction

Thank you for choosing Vehicle Excess 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. This policy is designed specifically for authorised / Named Drivers as per the main Vehicle Excess Insurance Policy.

SELLING BROKER

An FCA authorised intermediary, who is acting on behalf of the customer and able to advise upon, sell and administer general insurance products in the UK.

INSURER

This policy is underwritten by Building Block Insurance PCC Limited ('BBI'). Building Block Insurance PCC Limited, is a registered company, with registration number C63128. Building Block Insurance PCC Limited is a protected cell company authorised under the Insurance Business Act, 1998 to carry on general insurance business and is regulated by the Malta Financial Services Authority. The non-cellular assets of the company may be used to meet losses incurred by the cells in excess of their cellular assets. No recourse may be made by You however in connection with any losses relating to this Policy against the cellular assets of any protected cell of BBI.

WHAT MAKES UP THIS POLICY?

This policy wording and the Certificate of Insurance must be read together as they form Your insurance contract.

INSURING CLAUSE

In consideration of payment of the premium, the insurer will indemnify or otherwise compensate **You** against financial loss as described in and subject to the terms, conditions, limits and exclusions of this policy, occurring or arising during the **Period of Insurance** or any subsequent period for which the insurer agrees to accept a renewal premium.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) Supply accurate and complete answers to all the questions we or the administrator may ask as part of **Your** application for cover under the policy.
- b) To make sure that all information supplied as part of **Your** application for cover is true and correct
- c) Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

JURISDICTION AND LAW

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

COOLING OFF PERIOD

Your selling broker will refund **Your** premium in full if, within 14 days, **You** decide that it does not meet **Your** needs or that **You** do not want this policy, provided **You** have not reported a claim. The 14 day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the later. Once the 14 days has expired, **You** have the right to cancel this insurance, however, no refund of premium will be due to **You**.

If You wish to request a cancellation then please contact Your selling broker from whom You purchased this policy

OUR RIGHT TO CANCEL

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium

- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

DEFINITIONS

Where **We** explain what a word means that word will be highlighted in **bold** print and will have the same meaning wherever it is used in the policy.

"Annual Aggregate Limit" means the maximum amount payable in the Period of Insurance as shown in Your Certificate of Insurance.

"Business Use Class 3" means the Insured Person and any Named Driver(s) using the Motor Vehicle for business, to solicit orders or to deliver pre-purchased goods. This also includes anyone who uses the Motor Vehicle to travel from customer to customer on commercial business.

"Certificate of Insurance" this forms part of this policy document and contains the name of the Policyholder and gives details of the cover provided by this policy.

"Commercial Motor Insurance Policy" means the insurance Policy in respect of Your Commercial Motor Vehicle or commercial multivehicle Policy;

"Commercial Motor Vehicle" means a vehicle (not being an invalid carriage) which is constructed for the carriage of passengers and goods in connection with Your business and including vehicles used for hire and reward, of which You are the owner, registered keeper or where the vehicle is leased by You and which You are responsible for under a leasing agreement, or where You are legally responsible for that vehicle.

- a) PRIVATE MOTOR also called a car (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers.
- a) BUSINESS CAR (not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers that is used for personal and/or commercial business.
- b) MOTORCYCLE (also called a motor bicycle or motorbike) which is constructed with two-wheels and powered by an engine
- c) COMMERCIAL VEHICLE not exceeding an uploaded weight of 44 metric tonnes being used for transporting goods.

of which You are the owner or which You are authorised to drive.

"Commercial Use" means the Insured Person and any Named Driver(s) using the Motor Vehicle as a taxi, minicab, limousine or driving school or being used for commercial use by sales representatives who have use and responsibility for their own company vehicle.

"Excess" means the amount You are responsible for/have to pay under the terms of Your Commercial Motor Insurance Policy.

"Imminent Claim" means an Incident that could give rise to a claim under this policy that You are or were aware of prior to the inception date of this policy that was to be or had just been reported under Your Commercial Motor Insurance Policy.

"Incident" means a claim occurrence under Your Commercial Motor Insurance Policy during the Period of Insurance.

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

"Period of Insurance" means the period for which We have accepted the premium as stated in Your Certificate of Insurance.

"Terrorism" means any 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 ethic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Waived or Reimbursed" means where a third party has already made good the Excess shown in the schedule of Your Commercial Motor Insurance Policy.

"We/Us/Our" means 2Gether Insurance Ltd.

"You/Your/Insured Person" means the person whose name appears at the top of Your Certificate of Insurance.

COVER PROVIDED

- 1. Cover is provided for the Excess that You are responsible for following the successful settlement of any loss, destruction or damage for Your Motor Vehicle under Your Motor Trade Insurance Policy in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where You were at fault the claim will be settled when We are in receipt of the settlement letter from Your Motor Trade Insurer. For claims where You are deemed either partially at fault or not at fault if Your Excess is not recovered from the third party within 6 months from the of Incident We will reimburse any Excess payment for which You have been made liable up to the Annual Aggregate Limit insured under the policy.
- 2. Cover will only operate when the Excess of Your Motor Trader Insurance Policy is exceeded and following the successful claim payment.
- 3. The maximum amount payable under this policy are:
 - a) £1,000 in any one Period of Insurance (up to 5 Drivers)
 - b) £3,000 in any one Period of Insurance (up to 10 Drivers)
 - c) £5,000 in any one Period of Insurance (up to 15 Drivers)
 - d) £7,000 in any one Period of Insurance (up to 50 Drivers)

WHAT IS NOT COVERED (Exclusions)

- 1. Any claim that **Your Motor Trade Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
- 2. Any claim that is refused under Your Motor Trader Insurance Policy.
- 3. Any claim under Your Motor Trader Insurance Policy which occurred prior to the Period of Insurance as shown on Your Certificate of Insurance that You were aware was an Imminent Claim.
- 4. Any claim notified to **Us** more than 31 days following the successful settlement of **Your** claim under **Your Motor Trader Insurance Policy**.
- 5. Any contribution or deduction from the settlement of **Your** claim against **Your Commercial Motor Insurance Policy** other than the stated policy **Excess** for which **You** have been made liable.
- 6. Any claim that has been **Waived or Reimbursed**.
- 7. Any liability You accept by agreement or contract, unless You would have been liable anyway.
- 8. Any claim arising from glass repair or replacement.
- 9. Any claim arising from breakdown or misfuel.
- 10. Any claim resulting from war and/or **Terrorism**.
- 11. Any claim resulting from:
- ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
- radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

CONDITIONS APPLICABLE

- 1. Your Motor Excess Protection Insurance Policy will continue to respond for the **Period of Insurance** or until **Your Annual Aggregate Limit** is exhausted; whichever comes first.
- 2. Your Motor Trader Insurance Policy must be maintained, current and valid.

- 3. The Insured Person must match the name of the individual stated on Your Motor Trader Insurance Policy.
- 4. 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.
- 5. 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.
- 6. 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** proportionate share of the claim.
- 7. You must take reasonable steps to safeguard against loss or additional exposure to loss.
- 8. We will only give You the cover that is described in this policy if You have complied with the terms and conditions under Your Motor Trader Insurance Policy and all the terms and conditions of this insurance policy, as far as they apply.
- 9. If **You** make a claim under this policy that is found to be false or fraudulent in any way, the policy is void and any claim will not be paid.
- 10. This insurance is only valid if **You** are a permanent resident of the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man.
- 11. You and any Named Driver(s) must have a current full and valid UK driving licence, or hold a full internationally recognised licence.
- 12. We have the right to approach any third party in relation to Your claim.

HOW TO MAKE A CLAIM

Your claim will be handled on the insurers behalf by 2Gether Insurance Ltd. The process has been designed specifically to enable the process and handling of Your claim to be as quick and efficient as possible.

Via Email

Please feel free to email enquiries@2gi.co.uk to inform 2Gether Insurance Ltd of Your claim whereby a claim form shall be provided to You.

Or

Bv Phone

Please call on 01945 465508 to notify 2Gether Insurance Ltd of Your claim. You will be sent a claim form to complete and will be asked to return it along with supporting documentation that will be specific to You.

Failure to follow these steps may delay or jeopardise the payment of Your claim.

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, You should address Your enquiry/complaint to:

For sales complaints:
Please contact your selling broker.

For claim complaints: 2Gether Insurance Ltd 4 Bridge Street Wisbech Cambridgeshire PE13 1AF 01945 465508

Please provide full details of **Your** policy and in particular **Your** policy/claim number to help **Your** enquiry to be dealt with speedily.

If **Your** complaint is not resolved within 8 weeks or **You** are not satisfied with the outcome **You** may be able to refer the complaint to the Financial Ombudsman Service (Ombudsman): -

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

T: 0300 123 9123

E: complaint.info@financial-ombudsman.org.uk

W: www.financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact **Your** local authority Trading Standards Service or Citizens Advise Bureau.

COMPENSATION SCHEME

Building Block Insurance PCC Limited ('BBI') and 2Gether Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS).

Further information about the compensation scheme and FSCS arrangements is available from their Website www.fscs.org.uk

DATA PROTECTION

The Parties shall comply with all applicable obligations imposed by, or made under requirements of the Data Protection Act 1998 ("DPA"), together with any other applicable regulations, orders or codes of practice or equivalent legislation in the jurisdiction in which it carries on business.

FINANCIAL CRIME POLICY STATEMENT

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance We** may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the **Certificate of Insurance**. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.