



Motor Trade Excess Protection Policy Wording

Most insurance policies have a policy **Excess** and so **You** have to pay the first part of a claim that **You** make under the policy.

Motor Trade Road Risks Excess Protection Insurance is designed to reimburse **You** the amount of any policy **Excess** **You** have to pay when **You** make a successful claim under **Your Motor Trade Road Risks Insurance Policy** up to **Your** chosen **Maximum Reimbursement Limit**.

Insurer

This policy is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Your Policy is arranged and claims administered by RTR UK Ltd, Dovecote House, Middlecliffe Lane, Little Houghton, Barnsley, South Yorkshire, S72 0HW

RTR UK Limited is an appointed representative of MB&G Insurance Services Limited, which is authorised by the Financial Conduct Authority (FCA), Ref 306978. RTR UK Limited is registered in England and Wales, Company No 05174365, Registered Address Dovecote House, Middlecliffe Lane, Little Houghton, Barnsley, S72 0HW.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/firms/systems-reporting/register or by calling the FCA on 0800 111 6768.

What makes up this Policy?

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

Insuring Clause

In consideration of payment of the premium, the **Insurer** will indemnify or otherwise compensate the **Insured** 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.

Cooling off Period

We will refund the **Insured's** premium in full if, within 14 days, they decide that it does not meet their needs or that they do not want this policy, provided that a claim has not been reported. 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, the **Insured** has the right to cancel this insurance; however, no refund of premium will be due.

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:

1. Fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. 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.

Jurisdiction and Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

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.

Definitions

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

Claims administrator means RTR UK Ltd, Dovecote House, Middlecliffe Lane, Little Houghton, Barnsley, South Yorkshire, S72 0HW.

Driver(s) means drivers who are permitted by the **Insured** to drive under the terms of their **Motor Trade Road Risks Insurance Policy** and are identified under the **Motor Trade Road Risks Insurance Policy**. Where the **Motor Trade Road Risks Insurance Policy** operates without the drivers being named specifically, this policy will have the same driver eligibility requirements as the **Insured's Motor Trade Road Risks Insurance Policy**.

Excess means the amount the **Insured** is responsible for/has to pay under the terms of the **Insured's Motor Trade Road Risks Insurance Policy**.

Imminent Claim means an **Incident** that could give rise to a claim under this policy that the **Insured** is or was aware of prior to the inception date of this policy that was to be or had just been reported under the **Insured's Motor Trade Road Risks Insurance Policy**.

"**Incident**" means a claim occurrence under the **Insured's Motor Trade Road Risks Insurance Policy** during the **Period of Insurance**.

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

Insured/Policyholder/You/Your means the party referred to on the **Insurance Excess Certificate** and whose name also appears on the **Motor Trade Road Risks Insurance Policy**.

Maximum Reimbursement Limit means the maximum amount payable in the **Period of Insurance** as shown in the **Insured's Insurance Excess Certificate**.

Motor Trade Road Risks Insurance Policy means the road risks section of a motor trade policy that covers losses and/or damage to **Motor Vehicles** incurred as a result of traffic accidents and/or against liability that could be incurred to a third party **Motor Vehicle** insurance policy issued by a **Motor Trade Insurer** to the **Insured** in respect of the **Insured's Motor Trader** business arranged by the selling broker as specified on **Your Insurance Excess Certificate**.

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

Motor Trader is a person or persons actively operating a formal business on a full or part-time basis for profit, either selling **Motor Vehicles** or providing a service relating to repair or maintenance of **Motor Vehicles**.

Motor Vehicle(s) means a motorised commercial vehicle, car, van or motorbike only which is constructed for the carriage of passengers and their effects and is adapted to carry no more than fifteen passengers and does not exceed 44 tonnes, of which **You** or **Your Drivers** are authorised to drive.

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

Waiting Period means the first 30 days of this policy. The **Waiting Period** will not apply if this policy is a renewal with **Us** or has been sold in connection with the **Motor Trade Road Risks Insurance Policy**.

Waived or Reimbursed means a claim where a third party has already made good the **Excess** shown in the schedule of the **Insured's Motor Trade Road Risks Insurance Policy**.

We/Us/Our/Insurer means UK General Insurance Limited on behalf of Ageas Insurance Limited.

Cover Provided

1. Cover is provided for the **Excess** that the **Insured** is responsible for following the successful settlement of any loss, destruction or damage claim for any **Motor Vehicle** under the **Insured's Motor Trade Road Risks Insurance Policy** in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where the **Insured** was at fault, the claim will be settled when **We** are in receipt of the settlement letter from the **Insured's Motor Trade Insurer**. For claims where the **Insured** is deemed either partially at fault or not at fault if the **Insured's Excess** is not recovered from the third party within 6 months from the date of **Incident**, **We** will reimburse any **Excess** payment for which the **Insured** has been made liable up to the **Maximum Reimbursement Limit** covered under the policy.
2. Cover will only operate when the **Excess** of the **Insured's Motor Trade Road Risks Insurance Policy** is exceeded and following the successful claim payment.
3. The maximum amount payable for any one claim under this policy will be the amount of the **Excess** on the **Insured's Motor Trade Road Risks Insurance Policy** or £1,000 whichever the lesser.
4. The maximum amount payable under this policy will be the **Maximum Reimbursement Limit** as shown in the **Insured's Insurance Excess Certificate**. Once the **Maximum Reimbursement Limit** is exhausted, this policy is automatically cancelled and the **Insured** is then liable for all and any future **Excess** payments as defined in the **Insured's Motor Trade Road Risks Insurance Policy**.
5. **Maximum Reimbursement Limits** available for purchase 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 Road Risks Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
2. Any claim that is refused under **Your Motor Trade Road Risks Insurance Policy**.
3. Any **Incident** that occurs during the **Waiting Period**.
4. Any claim where the **Motor Vehicle** is being used:
 - a) as a taxi or courier;
 - b) in any competition, trial, performance test, race or trial of speed, including off-road events, whether between motor vehicle(s) or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event;
 - a) for any class of use not covered under the **Motor Trade Road Risks Insurance Policy**.
5. Any claim under the **Motor Trade Road Risks Insurance Policy** which occurred prior to the **Period of Insurance** as shown on the **Insured's Insurance Excess Certificate**, or any claim that the **Insured** was aware was an **Imminent Claim**.
6. Any claim notified to **Us** more than 31 days following the successful settlement of the **Insurer's** claim under the **Motor Trade Road Risks Insurance Policy**.
7. Any contribution or deduction from the settlement of the **Insured's** claim against the **Insured's Motor Trade Road Risks Insurance Policy** other than the stated policy **Excess**, for which the **Insured** has been made liable.
8. Any claim that has been **Waived or Reimbursed**.
9. Any liability that the **Insured** accepts by agreement or contract, unless they would have been liable anyway.
10. Any claim arising from glass repair or replacement.
11. Any claim arising from breakdown or mis-fuel.
12. Any claim where the number of **Drivers** under the **Motor Trade Road Risks Insurance Policy** is higher than 50 at the start date of this Motor Trade Excess Policy.
13. Any claim resulting from war and/or terrorism.
14. 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. This Motor Trade Excess Insurance Policy will continue to respond for the **Period of Insurance** or until the **Maximum Reimbursement Limit** is exhausted; whichever comes first.
2. The **Motor Trade Road Risks Insurance Policy** must be maintained, current, valid and arranged through the selling broker.
3. The **Insured** stated on the **Insurance Excess Certificate** must match the **Insured** on the **Motor Trade Road Risks Insurance Policy**.
4. In the event that any misrepresentation or concealment is made by the **Insured** or on the **Insured's** 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 the **Insured's** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this policy.
6. Other Insurance – If the **Insured** was 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. The **Insured** and any **Drivers** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. **We** will only give the **Insured** the cover that is described in this policy if any party claiming cover has complied with the terms and conditions under the **Motor Trade Road Risks Insurance Policy** and all the terms and conditions of this insurance policy, as far as they apply.
9. If the **Insured** or anyone on the **Insured's** behalf 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 Motor Trade Excess Insurance Policy only covers those people who are duly authorised to drive and as provided for under the **Insured's Motor Trade Road Risks Insurance Policy**.
11. The **Insured** must be a trading company or a firm (defined as a sole trader, partnership or limited liability partnership) located in the United Kingdom.
12. **We** have the right to approach any third party in relations to the **Insured's** claim.

Automatic Termination of Cover

All cover provided by this policy will terminate immediately and on the same day as the **Motor Trade Combined Insurance Policy** is lapsed or cancelled for whatever reason and no refund of premium will be made.

How to make a Claim

Claims will be handled on the **Insurer's** behalf by the **Claims Administrator**. The process has been designed specifically to enable the process and handling of the claim to be as quick and efficient as possible.

Please call the **Claims Administrator** 0844 344 2020 to notify them of **Your** claim.

The **Claims Administrator** will register **Your** claim. They will send an acknowledgement letter with a claim form for **You** to complete. This correspondence will include a list of documents required to support **Your** claim. Please post a copy of this acknowledgement, the completed claim form and all supporting documentation to:

RTR UK Limited
Dovercote House,
Middlescliffe Lane,

Little Houghton,
Barnsley
South Yorkshire
S72 0HW

UK General Insurance Ltd is an insurer's agent and in the matters of a claim act on behalf of the **Insurer**.

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

Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should contact:

RTR UK Limited
Dovercote House,
Middlescliffe Lane,
Little Houghton,
Barnsley,
South Yorkshire
S72 0HW

Should **You** need to contact the **Claims Administrator** please call 0844 344 2020.

If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the next working day, **Your** agent will pass it to:

Customer Relations Department
UK General Insurance Limited,
Cast House,
Old Mill Business Park, Gibraltar Island Road,
Leeds
LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

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 London,
E14 9SR

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 Advice Bureau.

Financial Services Compensation Scheme (FSCS)

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.