

# ADRIAN FLUX INSURANCE SERVICES PRODUCED BUSINESS

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## Commercial Vehicle Excess Protect

Thank **you** for choosing Commercial Vehicle Excess Protect 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 sold by Adrian Flux Insurance who are authorised and regulated by the Financial Conduct Authority (reference number 307071) for the sale and administration of general insurance products in the United Kingdom and throughout the Members of the European Economic Area (EEA).

### Insurer

This Insurance is underwritten by AmTrust International Underwriters Limited, a company registered in Ireland under Registration No. 169384, whose Registered Office is 40 Westland Row, Dublin 2, Ireland. AmTrust International Underwriters Limited is authorised and regulated by the Central Bank of Ireland and is licenced to operate in the United Kingdom under a Freedom of Services basis as directed by the European Communities (Non-Life Insurance) Framework Regulations, 1994, under Registration No 203014.

**Your** Policy is arranged and claims administered by Business & Domestic Insurance Services which is a trading style of Motorway Direct Plc.

Motorway Direct Plc are authorised and regulated by the Financial Conduct Authority (FCA), authorisation number 311741. **Our** address is 1 Waterside Court, Bold Street, Sheffield S9 2LR.

### What makes up this policy?

This policy and the **schedule of insurance** must be read together as they form **your** insurance contract.

### Monetary limits

**We** can insure **you** up to the **cover limit** as specified on **your schedule of insurance**.

### Cooling off period

Adrian Flux will refund in full **your** premium, if, within 14 days of purchasing this insurance **you** decide that it does not meet **your** needs providing that **you** have not reported or are intending to report a claim. Once the 14 days has expired **you** may cancel this insurance but no refund of premium will be given.

### 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.

### Customer Service

To cancel this policy or make any other changes, except to report a claim, please contact Adrian Flux Insurance on 0844 888 5544.

### Caring for Customers

**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.

### Complaints about the sale of this Insurance

If **you** have any concerns regarding the sale of this Insurance, please contact Adrian Flux at:

Adrian Flux Insurance  
East Winch Hall, East Winch  
Kings Lynn  
Norfolk  
PE32 1HN

### Complaints about this Insurance

Please contact **our** Customer Services Manager either by telephone on 0844 893 7784, or by e-mail to [bdicustomerrelations@businessanddomestic.co.uk](mailto:bdicustomerrelations@businessanddomestic.co.uk). Alternatively write to **us** at Business & Domestic Administration Services, 1 Waterside Court, Bold Street, Sheffield, S9 2LR.

**If you need to complain:**

**We** will acknowledge **your** complaint within five working days.

If **you** remain unhappy with **our** final response, or **we** have not managed to provide a final response within 8 weeks of **your** complaint, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service for help and advice.

There are several ways **you** can contact them:

- Phone: 0800 023 4567 or 0300 123 9123
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Post: Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

**Financial Services Compensation Scheme (FSCS)**

The Insurer is covered by the FSCS. **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.

**Please make sure you always quote your policy number from the Schedule of Insurance.**

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

**What vehicles are eligible for cover under this policy?**

1. **Motor vehicles** used on a personal or commercial basis and insured on a personal or commercial **motor insurance policy** in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands, Isle of Mann).
2. **Motor vehicles** insured on a commercial fleet policy, but only where the total number of **motor vehicles** on that fleet policy does not exceed 30 or where the total number of **motor vehicles** owned by the company or trading entity purchasing this policy does not exceed 30.
3. **Motor vehicles** that weigh under 3.5 tonnes.

**Cover Provided**

1. Subject to the appropriate premium being paid, the Insurer will pay **you** in each relevant **period of insurance**, an amount equal to the amount of the **excess** in relation to each settled claim on **your motor insurance policy** up to **your cover limit** in respect of claims arising as a result of fire, theft, flood, vandalism or an accident that was **your** fault, or partially **your** fault, or where within 6 months **you** are unable to recover **your excess** from a liable third party.
2. **Cover limits** available
  - a) £300 in any one policy period
  - b) £500 in any one policy period
  - c) £1,000 in any one policy period
3. Please refer to the **schedule of insurance** for **your** annual aggregate **cover limit**.

**Definitions**

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy.

1. **You/your/Insured Person** means the person or company (including its employees) (the Policyholder) whose name appears at the top of **your schedule of insurance**
2. **We/us/Our** means AmTrust International Underwriters Limited.
3. **Policy Administrator- Your** policy is administered by Adrian Flux Insurance, East Winch Hall, East Winch, Kings Lynn, Norfolk, PE32 1HN.
4. **Claims administrator** means Business & Domestic Administration, 1 Waterside Court, Bold Street, Sheffield S9 2LR.
5. **Excess** means the amount **you** must pay under the terms of **your motor insurance policy**.
6. **Period of insurance** means the period for which **we** have accepted the premium as stated in **your schedule of insurance**.

7. **Cover limit** means the total aggregate amount which the **we** will pay to **you** under this policy during the relevant **period of insurance** being the amount specified on **your Schedule of Insurance**.
8. **Motor insurance policy** means the insurance policy issued by an authorised UK **motor insurer** to **you** in respect of **your motor vehicle**.
9. **Motor insurer** means an authorised UK **motor insurer**.
10. **Named driver(s)** means drivers in addition to **you** who are permitted to drive under the terms of **your motor insurance policy**.
11. **Schedule 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.
12. **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**.
13. **Motor vehicle** a **motor 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

### General conditions applicable

**You** must comply with the following conditions to have the full protection of **your** policy.

1. This policy will continue to respond for the period of the insurance or until **your** chosen **cover limit** is exhausted; which ever comes first.
2. The **motor insurance policy** that **you** have must be current and valid and provided by an FCA regulated and authorised UK insurer.
3. The policyholder as stated on the **schedule of insurance** must match the lead name of the individual or company on the **motor insurance policy** that has responded, and to which this policy will respond to the amount of the **excess**.
4. Only when the **excess** of the current and valid main insurance policy is exceeded and following the successful claim payment will this policy respond.
5. 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 this policy may be voided and no refund of premium will be given.

### What is not covered (Exclusions)

1. Any claim that **your** main **motor insurance policy** does not respond to or where the **excess** is not exceeded.
2. Any claim on the main **motor insurance policy** which occurred prior to the start date of this policy as shown on **your schedule of insurance**.
3. Any contribution or **deduction** from the settlement of **your** claim against **your main motor insurance policy other than** the stated policy **excess**, for which **you** have been made liable.
4. **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 main motor insurance policy**.
5. Any liability **you** accept by agreement or contract, unless **you** would have been liable anyway.
6. Any claim that is refused by **your main motor insurance policy** Insurers to whom **you** are claiming.
7. Motor Insurance - **you** must maintain at all times during the period of this policy a **motor insurance policy** issued to **you** in respect of **your motor vehicle** by a UK registered and FCA authorised **Motor Insurer**.
8. Any claim arising from glass repair or replacement.

### Conditions Applicable

1. 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.
2. 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.

3. Reasonable precautions - **you** must take reasonable steps to safeguard against loss or additional exposure to loss.
4. 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 policy, as far as they apply.
5. Fraudulent claims - If **you** make a claim under this policy that is false or fraudulent in any way, the policy is void and any claim will not be paid.

## Claims

Should **you** wish to claim under this policy, **you** should go to; [www.excessprotectclaims.co.uk](http://www.excessprotectclaims.co.uk)

**You** will be able to complete this claim form online. If **you** do not have access to the internet or would like to claim by post then please call the **claims administrator** on 0844 893 7784. At the time **you** call they will complete the claim form with **you** over the telephone.

Once **you** have received 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** Commercial Vehicle Excess Protect **schedule of insurance**
3. **you** must provide a copy of **your** settlement letter from **your main 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 or over the phone with all the required supporting documentation to:-

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 893 7784 or email [claims@excessprotect.co.uk](mailto:claims@excessprotect.co.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.