

Home Excess Protect

Thank you for choosing Home Excess Protect. 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.

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.

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 Services Authority (FSA), authorisation number 311741. Our address is 1 Waterside Court, Bold Street, Sheffield S9 2LR.

What makes up this policy?

This Policy and the **Certificate of Insurance** or **Confirmation of Coverage** document 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 Certificate of Insurance**.

Cooling off period

Your **Policy Administrator** 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.

War and terrorism exclusion

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: -

1. 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;
2. 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 (1) and/or (2) 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 Assured.

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

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 the selling dealer or agent.

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. 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
- 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 or by phoning 0800 678 1100 or 0207 741 4100.

Please make sure You always quote Your policy number from the Schedule.

This complaints procedure does not affect Your statutory rights.

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** at least 18 years of age on the date of purchase of this insurance.

Cover Provided

1. Subject to the appropriate premium having been paid, the Insurer will pay to **You** in each relevant **Period of Insurance**, an amount equal to the amount of the **Excess** in relation to each settled Home Insurance claim up to **Your Cover Limit**.
2. **Cover Limits** available:
 - a) £200 in any one policy period
 - b) £300 in any one policy period
 - c) £500 in any one policy period
 - d) £1,000 in any one policy period
3. Please refer to the **Certificate of Insurance** or **Confirmation of Coverage** document 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** (the "Policyholder") whose name appears at the top of **Your Certificate of Insurance** or **Confirmation of Coverage** document
2. "**We/Us/Our**" means AmTrust International Underwriters Limited.
3. "**Policy Administrator**" - **your** policy is administered by:
XXXXXX, *** Client Address ***.
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** Home Insurance Policy.
6. "**Home Insurance Policy**" – means the insurance policy, provided by a FSA regulated and authorised UK insurer, which must include buildings insurance, where the outside of the home is covered, and/or contents insurance where the contents of **your** home are insured against theft or damage.

7. **“Certificate of Insurance”** or **“Confirmation of Coverage”**- this forms part of this policy document and contains the name of the Policyholder and gives details of the cover provided by this policy.
8. **“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 Home Insurance Policy**.
9. **“Joint Policyholder”** is someone of either sex with whom **You** have a permanent relationship, and who also lives with **You** at **Your** home.
10. **“Partner”** is **Your** spouse or someone of either sex with whom **You** have a permanent relationship, and who also lives with **You** at **Your** Home.
11. **“Period of Insurance”** means the period for which **We** have accepted the premium as stated in **Your** policy document.
12. **“Attachment Date”** is the date that this policy started.
13. **“Main Residence”** means where **Your** and **Your** family resides in the UK, **You** are on the electoral role and is the one in which **You** spend most time.
14. **“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 Certificate of Insurance**.

General conditions applicable

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

1. Cover is provided for the **Main Residence**
2. The Home Excess policy will continue to respond for the period of the cover or until **your** chosen **Cover Limit** is exhausted; which ever comes first.
3. The Home Insurance policies that **You** have must be current and valid and provided by an FSA regulated and authorised UK insurer
4. The Policyholder as stated on the **Certificate of Insurance** must match the lead name of the individual on the **Home Insurance Policy** covering the **Main Residence** and to which this policy will reimburse the **excess**. If one of the main insurance policies covered is in the **partner’s** name this policy will respond.
5. Only when the **Excess** of the current and valid **Home Insurance Policy** is exceeded and follow the successful claim payment will this policy respond.
6. 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 **Home Insurance Policy** does not respond to or where the **Excess** is not exceeded.
2. A **Home Insurance Policy** that includes cover for business use.
3. Any claim on the **Home Insurance Policy** which occurred prior to the **Attachment Date** of this Insurance as shown on **your Certificate of Insurance**.
4. Any claim notified to **Us** more than 31 days following the settlement of **Your** claim by **Your** main **Home Insurance Policy** insurer.
5. Where the property concerned is not **Your Main Residence**.
6. Any contribution or deduction from the settlement of **Your** claim against **Your** main **Home Insurance Policy** other than the stated **Excess**, for which **You** have been made liable.
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 **Home Insurance policy** Insurers to whom **You** are claiming.

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 **Home Insurance 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

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 communication confirming **your** claim number from the **claims administrator you** should send the following;

- A copy of the acknowledgement letter received from the **claims administrator**
- A copy of **your** Home Excess Protect **Certificate of Insurance** or **Confirmation of Coverage document**
- **You** must provide a copy of **your** settlement letter from **your Home 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 post

Please call the **claims administrator** on 0844 893 7784 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:

- A copy of **your** Home Excess Protect **Certificate of Insurance** or **Confirmation of Coverage document**
- **You** must provide a copy of **your** settlement letter from **your Home 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

The Data Protection Act 1998

Please note that the 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.