



# vavista

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## Motor Excess Policy

XS Protect

Please keep this wording safe

## WELCOME TO VAVISTA XS PROTECT

### Your Motor Excess Policy

In the event of any claim, advice or assistance you must firstly contact our Claims Helpline. The number to ring is  
**0190 423 8277**

Please quote your name and address.  
Your policy number is **AS14/171201XSP**

**This is a "claims made" insurance and only covers claims notified to the Coverholder during the Period of Insurance**

This is a legally binding policy between **You** (the insured) and **Us** (the insurer). This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of this contract without getting anyone else's permission.

#### MEANING OF WORDS

**AGENT** means the intermediary from whom **You** purchased this insurance

**COVERHOLDER** means General Legal Protection Limited who administers this insurance and handles claims under this insurance on **Our** behalf

**COVER LEVEL** means the amount shown in **Your Motor Insurance Policy** in respect of the **Excess**, up to £250, which **We** will pay to **You** under this Policy during any one **Period of Insurance**

**EXCESS** means the amount **You** must pay under the terms of **Your Motor Insurance Policy** in respect of any **Motor Claim** as the first amount of that claim, or the amount that is deducted from **Your** settlement in the event of a total loss claim

**MOTOR CLAIM** means a claim under the terms of **Your Motor Insurance Policy** arising as a result of physical damage to the vehicle following fire, theft or vandalism or as a result of an accident which was wholly or partially **Your** fault or the fault of a **Named Driver** or where **You** are unable to recover **Your Excess** from a liable third party

**MOTOR INSURANCE POLICY** means the insurance policy arranged by the **Agent** in respect of **Your Motor Vehicle** which was arranged at the same time as or up to 45 days prior to this Policy

**MOTOR INSURER** means an FCA Regulated UK Motor Insurer who underwrites **Your Motor Insurance Policy**

**MOTOR VEHICLE** means a vehicle (not being an invalid carriage), which is constructed for the carriage of passengers and their effects, is adapted to carry not more than seven passengers of which **You** are the owner and registered keeper

**NAMED DRIVER** means drivers in addition to **You** who are permitted to drive **Your Motor Vehicle** under the terms of **Your Motor Insurance Policy**

**PERIOD OF INSURANCE** means the period for which **We** have accepted the premium being the same period as applies to **Your Motor Insurance Policy**

**SETTLED MOTOR CLAIM** means a **Motor Claim** which is accepted and successfully settled by **Your Motor Insurer** in the stated **Period of Insurance**

**WE, OUR, US** means AmTrust Europe Limited, the insurer of this policy

**YOU, YOUR** means the person who has taken out this policy

#### WHAT YOU ARE COVERED FOR:

A single claim by **You** for an amount equal to **Your Excess** under **Your Motor Insurance Policy**, in relation to **Your Settled Motor Claim**, provided the amount of the **Settled Motor Claim** always exceeds the amount of **Your Excess**.

#### WHAT YOU ARE NOT COVERED FOR:

**We** will not pay:

1. Any claim for **Your Excess** in respect of any claim **You** make under **Your Motor Insurance Policy** that **Your Motor Insurer** declines or any instance where no claim is brought under **Your Motor Insurance Policy** because the value of such claim would not exceed the **Excess** payable by **You**
2. Any claim for **Your Excess** in respect of any claim which occurred prior to the commencement date of this Policy
3. Any claim where the total amount exceeds the **Cover Level** limit of £250
4. Any claim for **Your Excess** in respect of any claim **You** make for damage or loss to a trailer
5. Any contribution to or deduction from the settlement of **Your Motor Claim** other than the **Excess** under **Your Motor Insurance Policy**
6. Where any third party has reimbursed **You** and made good **Your Excess**
7. Where **You** accept liability by agreement or contract
8. Any amount for **Your Excess** in respect of any claim **You** make under **Your Motor Insurance Policy** solely in respect of glass repair or replacement; personal effects, audio visual equipment (such as mobile phones, televisions, screens, satellite navigation systems, CD/cassette player, radios etc.).
9. Any claim arising out of the use of the **Motor Vehicle** by **You** for racing, rallies, trials or competitions of any kind
10. Any theft or malicious damage claim which has not been reported to the Police and has not been given a "crime incident number"
11. Any claim that arises out of **Your** unlawful use of drink or drugs
12. Any claim in respect of any dispute arising from or involving:
  - (a) Ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) The radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof
  - (c) Riot, civil commotion, war, invasion, acts of foreign enemy, hostilities, (whether war is declared or not) civil war, rebellion, revolution, insurrection or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government

#### CONDITIONS

1. Cover is provided where **Your Motor Vehicle** is used only for social, domestic and pleasure purposes and Class 1 business use by **You** and a **Named Driver(s)**
2. **Your** name must be the lead name on **Your Motor Insurance Policy**
3. Any claim must be reported to us within 30 days of settlement of **Your Motor Claim** being made by **Your Motor Insurer**
4. No payment will be made under this Policy unless **Your Motor Insurer** has settled a **Motor Claim**
5. In the event that any misrepresentation or concealment is made by **You** or on **Your** behalf in obtaining this insurance or **Your Motor Insurance Policy** or in support of any claim under this insurance or **Your Motor Insurance Policy**, or if **You** make a claim under this Policy or **Your Motor Insurance Policy** that is false or fraudulent the policy will be voided from the time of the fraudulent event and no refund of premium will be given
6. **You** must maintain a **Motor Insurance Policy** at all times during the **Period of Insurance** of this policy

7. Irrespective of the commencement date of this policy, after commencement it is to run concurrently with **Your Motor Insurance Policy** and to end on the same date as **Your Motor Insurance Policy**
8. In the event that **Your Motor Insurance Policy** is cancelled for any reason whatsoever, this policy will be cancelled automatically
9. You must agree to **Us** trying to recover any payments made to **You** under this policy in **Your** name and any payments recovered must be paid to **Us**
10. If **You** are covered by any other insurance for **Your Excess** and which has resulted in a valid claim under this policy, **We** will only pay **Our** share of the claim
11. **You** must take reasonable steps to safeguard against loss or additional exposure to loss
12. **You** must keep to the terms of this policy

#### CLAIMS

To make a claim under this policy, **You** must call our Claims Department on **0190 423 8277** and the **Coverholder** will deal with **Your** claim on **Our** behalf. Before **We** consider how **We** will settle **Your** claim **We** must have receipt of the following supporting documentation (whichever **We** request and consider is applicable):

- (a) Copy of **Your Motor Insurance Policy**
- (b) Copy of **Your** settlement offer letter from **Your Motor Insurer** showing any **Excess** applicable
- (c) Full breakdown of repairs from **Your Motor Insurer**
- (d) Copy of **Your Excess** receipt from the repairers
- (e) Copy of the letter from **Your Motor Insurer** attaching their settlement cheque

Failure to provide ALL requested documentation will delay and may jeopardise **Your** claim.

#### CANCELLATION

- a) This policy has a cooling off period of 14 days from the time **You** receive this information. If **You** do not wish to continue with this insurance, the policy will be regarded as not taken up and cancelled from inception, and **You** will be refunded any monies paid to **Us** in respect of premium provided no claims have been made.
- b) If the policy is cancelled after the cooling off period any return premium due to **You** will depend on how long this insurance has been in force to be agreed by **You** and **Us** at the time of cancellation, and whether **You** have made a claim.
- c) If **You** wish to cancel this policy, please write, phone or email the **Agent** who sold **You** this policy.

#### COMPLAINTS PROCEDURE

**We** always aim to provide a first class service. However, if **You** have any complaint, please notify the **Coverholder** at: Managing Director, General Legal Protection Ltd, Kings House, King Street, York, YO1 9WP. Tel: 01904 683300, Fax: 01904 656950.

The **Coverholder** will contact **You** within five days of receiving your complaint to inform **You** of what action is being taken. **The Coverholder** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks the **Coverholder** will tell **You** when **You** can expect an answer.

If **Your** complaint remains unresolved after eight weeks, **You** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. The Financial Ombudsman Service can normally deal with complaints from private individuals and micro-enterprises" (an EU term

covering smaller businesses) as long as they have an annual turnover of *less than* two million euros and *fewer than* ten employees. The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million, and from trusts with a net asset value of less than £1 million. The address is: Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone number 0800 023 4567 or 0300 123 9 123. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100

If **You** take any of the action mentioned above it will not affect **Your** right to take legal action.

#### DATA PROTECTION ACT 1998

##### Data Protection & Privacy Statements

##### Data Transfer Consent

By purchasing this insurance policy with AmTrust Europe Ltd, **You** have consented to the use of **Your** data as described below.

##### Data Protection Policy

**We** are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this insurance policy will be regarded as having read and accepted these Terms and Conditions.

##### Sensitive Information

Some of the personal information **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your** policy documents.

##### How we use and protect your information and who we share it with

**We** will use **Your** information to manage **Your** insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers. **Your** information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties. **We** may use and share **Your** information with other members of the AmTrust Group companies (The Group). The Group contains companies based throughout the world, both inside and outside Europe (for example, in the USA). By purchasing this policy you have consented to your data being stored and processed in the USA. **We** will provide an adequate level of protection to **Your** data.

**We** do not disclose **Your** information to anyone outside The Group except:

- Where **We** have **Your** permission
- Where **We** are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to **Us** or **You**
- Where **We** may transfer rights and obligations under this agreement.

**We** may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom **We** pass it

provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

#### Your Rights

Under the Data Protection Act 1998 **You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information **We** hold about **You**, if **You** believe that any of the information **We** are holding is incorrect or incomplete, please let **Us** know as soon as possible. To provide a copy of the information **We** may ask **You** for a small fee.

#### Marketing

**We** will not use **Your** data for Marketing purposes. All information provided is used to manage **Your** insurance policy only.

#### Fraudulent Claims

1) If the **Insured Person** makes a fraudulent claim under this insurance contract, **We**:

- a) Are not liable to pay the claim; and
- b) May recover from the **Insured Person** any sums paid by **Us** to the **Insured Person** in respect of the claim; and
- c) May by notice to the **Insured Person** treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If **We** exercise **Our** right under clause (1)(c) above:

- a) **We** will not be liable to the **Insured Person** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,

b) **We** need not return any of the premiums paid.

#### Conditions Precedents

If the **Insured Person** breaches a condition precedent in this insurance contract, **Our** liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to the **Insured Person** for any loss which occurs, or which is attributable to something happening, during the period when **Our** liability is suspended.



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General Legal Protection Limited is authorised and regulated by the Financial Conduct Authority. Financial services register number 313084.

AmTrust Europe Limited underwrite these policies that General Legal Protection Limited administer on their behalf

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.



## **Customer Services**

0344 776 8382

talk2us@Vavista.com

## **To report your claim call**

0344 840 9537

## **Windscreen Claims Glass Helpline**

01904 238 277

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