



# EXCESS PROTECTION INSURANCE

Terms And Conditions

## Statement of Demands and Needs

This policy meets the demands and needs of a driver who needs to pay an excess following the successful settlement of a claim (Windscreen claims are excluded) on their motor vehicle insurance policy, where the excess cannot be claimed back from a third party. This policy will cover the reimbursement of your excess up to the cover limit following a successful claim on your motor vehicle insurance policy within the terms and conditions of your Gladiator excess protection insurance.

Gladiator does not make personal recommendations as to the suitability of the policy to individual circumstances.

## Policy Summary

The following summary does not contain full terms and conditions of the cover which can be found in the policy document. It is important that you read the policy document carefully which follows this policy summary.

### Name of The Insurance Undertaking

This policy is administered by Albany Assistance Limited, (FCA Registration No 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR and is underwritten by AmTrust Europe Limited, who's 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). AmTrust Europe Limited is registered in England and Wales under number 01229676.

### Type of Insurance and Cover

The Gladiator excess protection insurance provides cover to claim back any excess paid by you after a claim has been made on your motor vehicle insurance policy, in which the excess cannot be recovered from a third party, up to the cover limit purchased by you.

### Significant Features and Benefits:

Cover is provided for the excess that you would have been responsible for following the successful settlement of a claim under your motor vehicle insurance policy.

We will pay you an amount up to the cover limit in relation to each settled claim on your motor vehicle insurance policy for claims arising from:-

- Fire
- Theft
- Flood
- Vandalism
- An accident where you were at fault or partially at fault.

### Significant and Unusual Exclusions or Limitations

Claims of a lower value than the value of the excess (see section 5.1)

Claims that take place outside the period of insurance (see section 5.2)

Claims not notified to us within 31 days following the settlement of your claim by your motor insurer (see section 5.3)

Claims refused by your motor insurer (see section 5.7)

Claims arising from a glass repair or glass replacement (see section 5.9)

Claims where the incident took place outside of the territorial limits (see section 5.10)

### Duration

The period of insurance for the Gladiator excess protection insurance runs concurrent with the Gladiator insurance policy and does not exceed twelve months.

## Cancellation

You may cancel this product and receive a full refund, subject to you not making a claim, if you inform Gladiator within 14 days from the receipt of the confirmation letter.

Should you cancel outside the 14 day cancellation period, no refund of payment will be given.

Please contact Gladiator, Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN or call 0333 220 2095.

## Making a Claim

Your claim will be handled by Albany Assistance Limited. To report your claim please contact 0344 571 2723 within 31 days of settlement of your claim by your motor insurer. You will be asked to provide proof of your Excess payment when you make a claim. This may be a receipt for your Excess or a letter from your Motor Insurer confirming an Excess payment has been made.

## Complaints Procedure

Complaints should be made to the Quality and Support Department first by calling 0800 953 7122, or you can write to the Quality and Support Department, Albany Assistance Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

If you have had our final response and you are still unhappy, or at any stage, you may have the right to contact the Financial Ombudsman Service who can review complaints from eligible complainants which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million, you may refer your complaint to the Financial Ombudsman Service at Exchange Tower, London, E14 9SR.

Tel: 0800 0 234 567 free for people phoning from a 'fixed line' (e.g. a landline at home).

Or 0300 123 9 123 free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Are We Covered by the Financial Services Compensation Scheme?

We are members of the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim costs. You can get more information about the compensation scheme arrangements from the FSCS.

The contact information is:

The FSCS, 10th Floor

15 St Botolph Street

London

EC3A 7QU

[www.fscs.org.uk](http://www.fscs.org.uk)

Tel: 0207 741 4100 or 0800 678 1100

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

# Terms and Conditions

## Your Excess Protection Insurance

### Policy Document

This is to confirm that AmTrust Europe Limited will provide cover described below during the Period of Insurance. Cover is subject to the terms and conditions that follow.

Payment of the Gladiator Excess Protection Insurance must be paid before cover is provided.

Albany Assistance Limited provides the benefits under this policy, however the contract is between AmTrust Europe Limited and the Policyholder.

### Section 1: Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear.

#### **Able**

Able Insurance Services Ltd trading as Gladiator.

#### **Cover Limit**

The total amount of cover available under this policy shown on the Summary of Cover issued by Able. Once Your Cover Limit is reached You are then responsible for all future Excesses.

#### **Excess**

The amount You must pay in the event of a claim under the terms of Your Motor Vehicle Insurance Policy.

#### **Insurer**

This policy is underwritten by AmTrust Europe Limited.

#### **Motor Insurer**

The authorised UK Insurer providing cover for Your Motor Vehicle Insurance Policy.

#### **Motor Vehicle**

Any motor vehicle owned or leased by You and specified on Your underlying Motor Vehicle Insurance Policy being used within the Territorial Limits. The vehicle may be a;

- A. Commercial Vehicle - not exceeding an unloaded weight of 3.5 metric tonnes being used for transporting goods.
- B. Private Car - 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.

#### **Motor Vehicle Insurance Policy**

The insurance policy issued by Gladiator on behalf of a Motor Insurer to You in respect of Your Motor Vehicle.

#### **Payment**

The premium which needs to be paid to Gladiator by You to get the benefit of this policy.

#### **Period of Insurance**

The period of the Motor Vehicle Insurance Policy which runs alongside this policy and does not exceed 12 months.

#### **Territorial Limits**

Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other Country which is a member of the European Union, Norway, Switzerland, Iceland, Croatia, Andorra and Liechtenstein.

#### **Third Party**

This is anyone other than You.

#### **We/Us/Our**

Albany Assistance Limited acting on behalf of AmTrust Europe Limited, of Market Square House, St James's Street, Nottingham, NG1 6FG, UK

#### **You/Your/Policyholder**

The person who has taken out this policy and has paid the Payment due.

## Section 2: What is Covered?

### Who is Covered?

1. The Policyholder who is a permanent resident in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
2. The Policyholder who has a current and valid UK and European driving licence.

### What is Covered?

Any Motor Vehicle owned or leased by You and specified in Your underlying Motor Vehicle Insurance Policy being used within the Territorial Limits.

Cover is provided for the Excess that You would have been responsible for following the successful settlement of a claim under Your Motor Vehicle Insurance Policy. We will pay You an amount up to the cover limit in relation to each settled claim on Your Motor Vehicle Insurance Policy for claims arising from: -

- Fire
- Theft
- Flood
- Vandalism
- An accident where You were at fault or partially at fault.

### Cover Limits available:

- A) £250 in any one Period of Insurance.
- B) £500 in any one Period of Insurance.
- C) £1,000 in any one Period of Insurance.

## Section 3: How to Make a Claim

Your claim will be handled by Albany Assistance Limited. To report your claim please contact 0344 571 2723 within 31 days of settlement of your claim by your motor insurer. You will be asked to provide proof of Your Excess payment when You make a claim. This may be a receipt for Your Excess or a letter from Your Motor Insurer confirming an Excess payment has been made.

## Section 4: General Conditions

1. The Gladiator Excess Protection Insurance will continue for the Period Of Insurance or until Your chosen Cover Limit has been reached.
2. The Motor Vehicle Insurance Policy that You have must be current, provided by a Motor Insurer and arranged through Gladiator.
3. The Policyholders name must match the lead name of the individual on the Motor Vehicle Insurance Policy.
4. All facts provided to Us must be true and accurate, any inaccurate information provided may result in the insurance being void.
5. Right of recovery - We can take proceedings in Your name but at Our expense to recover any amounts We have paid on a claim.
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 a proportionate share of the claim.
7. Reasonable precautions – You must take reasonable steps to safeguard against loss or additional exposure to loss.
8. 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.

## Section 5: What is not Covered (Exclusions)

1. Any claim where the Excess on Your Motor Vehicle Insurance Policy is not exceeded.
2. Claims that take place outside the Period of Insurance.
3. Any claim notified to Us more than 31 days following the settlement of Your claim by Your Motor Insurer.
4. Any other claim costs apart from the Excess.
5. Where the Excess has already been or will be recovered from a Third Party.

6. Any liability You accept by agreement or contract, unless You would have been liable anyway.
7. Any claim that is refused by Your Motor Insurer to whom You are claiming.
8. This policy is only active when running alongside Your current Gladiator Motor Vehicle Insurance Policy.
9. Any Excess that has been paid on the Motor Vehicle Insurance Policy for any claim for glass repair, or glass replacement.
10. Any claim where the incident took place outside of the Territorial Limits.
11. Any claim resulting from
  - a) Ionising, radiation or contamination by radioactivity from any 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 component of it.
  - c) Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority.
  - d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
  - e) War and/or terrorism.

## Governing Law and Language

This insurance shall be governed by and construed in accordance with English Law. All communication is to be conducted in English.

## Cancellations by You

You may cancel this product and receive a full refund, subject to You not making a claim, if You inform Gladiator within 14 days from receipt of this policy document.

Should You cancel outside the 14 day cancellation period, no refund of Payment will be given.

Please contact Gladiator, Ellipse, Ground Floor, Padley Road, Swansea SA1 8AN or call on 0333 220 2095.

## Cancellations by Us

The Insurer may cancel Your policy immediately in the event of You making a claim which is of a fraudulent or false nature. In these circumstances there will be no return of the Payment You have made. In addition, Your policy may be cancelled if Your Motor Vehicle Insurance Policy arranged through Gladiator is cancelled.

## How to Make a Complaint

Complaints should be made to the Quality and Support Department first by calling 0800 953 7122, or You can write to the Quality and Support Department, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

If You have had Our final response and You are still unhappy, or at any stage, you may have the right to contact the Financial Ombudsman Service who can review complaints from eligible complainants which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million, You may refer Your complaint to the Financial Ombudsman Service at Exchange Tower, London, E14 9SR. Further information can be found at [www.fos.org.uk](http://www.fos.org.uk)

Tel: 0800 0 234 567 free for people phoning from a 'fixed line' (e.g. a landline at home).

Or 0300 123 9 123 free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

## **Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme (FSCS) and if We were unable to meet Our obligations You may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of any claim. Cover for the claim or policy is provided at 90%.

You can get more information about the compensation scheme arrangements from the FSCS. The contact information is: The FSCS, 10th Floor, Beaufort house, 15 St Botolph Street, London EC3A 7QU

Tel: 0207 741 4100

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## **Service Provider and Insurer**

Supplied by Able Insurance Services Ltd trading as Gladiator, Ellipse, Ground Floor, Padley Road, Swansea SA1 8AN, authorised by the Financial Conduct Authority (FCA Registration 311649) Home State: United Kingdom.

This policy is administered by Albany Assistance Limited, (FCA Registration No 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR and is underwritten by 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). AmTrust Europe Limited is registered in England and Wales under number 01229676.



# Data Protection and Privacy Statements

## Data Transfer Consent

By purchasing this insurance policy with AmTrust Europe Ltd (AmTrust) which is administered by Albany Assistance Ltd (Albany), You have consented to the use of Your data as described below.

## Data Protection Policy

AmTrust and Albany 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 the provisions below.

## 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 AmTrust and Albany use and protect Your information and who they share it with

We will both use Your information to manage Your insurance policy, including underwriting and handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers.

Your information comprises of all the details held about You and Your transactions and includes information obtained from Third Parties. AmTrust may use and share Your information with other members of the AmTrust group companies and Albany may use and share Your information with other members of the Albany group companies. We will both provide an adequate level of protection to Your data.

Neither AmTrust nor Albany discloses your information to anyone outside their respective groups except:

- Where You have given Your permission
- Where either of us is 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 AmTrust may transfer rights and obligations under this agreement.

Either AmTrust or Albany may transfer Your information to other countries and jurisdictions on the basis that anyone to whom it is passed 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 the right to see a copy of the personal information AmTrust or Albany holds about You. If You believe any of the information either of them is holding is incorrect or incomplete, please let the relevant one of Us know as soon as possible. Before You are provided with a copy of the information You may be asked for a small fee of £10.00.

## Marketing

Neither AmTrust nor Albany will use Your data for marketing purposes. All information provided is used to manage Your insurance policy only.

## Call Recording

Albany who will act on behalf of AmTrust in connection with the policy and its administration may monitor and record calls and may share Your information with its associated and subsidiary companies (or the holding company of any of them).



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