



# Total Loss Compensation



Car Care Plan  
An AmTrust Financial Company





# Benefit of Cover

Provides up to 12 months cover and, in the event of a Total Loss, pays a fixed financial benefit of 25% of the Motor Insurance Settlement Amount (or equivalent), subject to the policy terms and conditions listed below.

Motors Insurance Company Limited (hereinafter called we, us, our) agrees to insure you for the benefit noted below subject to the payment of the Premium, the Policy Terms and Conditions and the maximum claim limit of £10,000.

I have signed this policy on behalf of the Underwriter.

*Gary Whitlam*

For Motors Insurance Company Limited. Registered in England No. 2678367.

## **Important**

Your Total Loss Compensation insurance policy is underwritten by Motors Insurance Company Limited (MIDL) which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

# Definitions

## **Administrator**

Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury,  
West Yorkshire BD3 7AG.

## **Inconvenience Compensation**

A payment in relation to uninsured expenses such as road tax, personal effects, fuel, medical and legal expenses, loss of income or, whilst awaiting a replacement vehicle, car hire and other transportation costs.

## **Insured Customer**

The person or company who is named in the Schedule as the policyholder and who has paid, or has had it paid on his/her behalf, the appropriate Premium for this insurance.

## **Insured Value**

The Motor Insurance Settlement Amount or, in the event that the motor insurer provides a replacement vehicle instead of a Motor Insurance Settlement Amount, the value of the vehicle at the date of the incident which gave rise to the Total Loss by reference to *Glass's Guide* Retail Value (or similar publication).

## **Motor Insurance Policy**

Means a fully comprehensive policy of motor insurance. The motor insurance must be issued by an authorised UK motor insurer and maintained in the name of the Insured Customer throughout the Period of Insurance.

## **Motor Insurance Settlement Amount**

The amount paid by the Insured Customer's motor insurer as full and final settlement in relation to a Total Loss, after any motor insurance excess or other cost (such as unpaid premiums or arrears) has been applied.

# Definitions (cont.)

## **Period of Insurance**

Up to 12 months from the purchase date of this insurance as defined in the Schedule.

## **Schedule**

The document that names you as the policyholder and sets out what this policy covers you for.

## **Territorial Limits**

England, Scotland, Northern Ireland, Wales, Isle of Man and the Channel Islands.

## **Total Loss**

Where an Insured Customer has claimed under their Motor Insurance Policy in respect of a written-off Vehicle where the incident which gave rise to the claim occurred during the Period of Insurance and the claim has been settled, with the Vehicle salvage forfeited and a payment made or replacement car provided by the motor insurer in full and final settlement.

## **Vehicle**

The Vehicle shown in the Schedule which was registered and is principally used in the UK. The following vehicles are specifically excluded: Any vehicle not mentioned in *Glass's Guide*, commercial vehicles, emergency vehicles, kit cars, imports, taxis, driving school vehicles, buses, trucks, heavy goods vehicles, scooters, mopeds, motorcycles, motorhomes, invalid carriers or vehicles used for road racing, rallying, pace-making, speed testing or any other competitive event (including track days) or any vehicle which has been modified other than in accordance with the manufacturers specifications and any make of vehicle not built for principal sale in the UK.

# Insurance Provided

In the event of a Total Loss a sum shall be paid of 25% of the Insured Value (which shall include Inconvenience Compensation).

The maximum amount that we will pay in respect of a claim under this insurance shall not exceed £10,000 including VAT.

# Conditions

1. Any payment of benefit under this Policy is conditional upon the Insured Customer being covered by a fully comprehensive Motor Insurance Policy for the duration of this Policy.
2. If any claim under the policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured Customer or anyone acting on his behalf to obtain benefit under this Policy, all benefit hereunder shall be forfeited and we will be entitled to recover all benefits paid hereunder directly or indirectly as a result of such fraud or fraudulent means or devices.
3. The VAT content of a claim will not be paid if you are VAT registered.
4. Cover will cease in the event of a claim or Motor Insurance Policy cancellation or termination, with no refund of premium.

# Exclusions

This insurance does not apply;

1. in respect of any incident which gives rise to Total Loss arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, acts of terrorism, military or usurped power or confiscation or nationalisation or requisition of destruction of or damage to property by or under the order of any government or public or local authority;
2. in respect of loss of use of the Vehicle or any other costs that are directly or indirectly caused by the event which led to the Total Loss except to the extent that they are covered by Inconvenience Compensation;
3. if the financial loss suffered is covered by any other insurance or warranty, including guaranteed asset protection (GAP) insurance cover;
4. to any Vehicle owned by a garage, motor trader, finance provider, insurance broker or any associated motor trade company.



# Claims Conditions

In the event of any loss or damage which may give rise to a claim the Insured Customer should:

1. Contact the Administrator on 0844 573 8069 for a claim form.
2. Supply all information and assistance that we may reasonably require in establishing the amount of any payment under this insurance, including original documentation.

# Termination of Cover and Benefit

This insurance cover and the benefits provided shall be automatically terminated if any of the following occur:

1. The sale or transfer of ownership of the Vehicle.
2. Non-payment of the insurance premium after 14 days of the policy purchase date.
3. The cancellation or termination of the Motor Insurance Policy.

# Fraud

All benefits under this insurance are forfeited if a fraudulent claim is made.

# Cancellation Rights

We hope that you will be happy with the cover your policy provides. However, you have the right to cancel it within 14 days of receiving the policy document, without giving any reason. If that happens, we will refund your payment in full.

In the event that you wish to cancel this policy within the 14 day period, in the first instance please contact us and we will arrange for the refund.

Please note that if your policy is cancelled after the expiry of the 14 day period, following receipt of the policy documentation no refund will be payable.

Under no circumstances will a refund be given if a claim has been paid.

# Complaints and Arbitration

## **How to Make a Complaint**

We hope that you will be pleased with the service we provide.

In the unlikely event of a complaint, you should contact the administrator in the first instance by contacting the administrator on 0844 573 8005 or in writing to:

Car Care Plan Ltd

Jubilee House

5 Mid Point Business Park

Thornbury

West Yorkshire BD3 7AG.

You can also email us at [complaints@carcareplan.co.uk](mailto:complaints@carcareplan.co.uk).

If you remain dissatisfied, please contact the Insurer directly by writing to:

The Insurance Manager

Motors Insurance Company Limited

Jubilee House

5 Mid Point Business Park

Thornbury

West Yorkshire BD3 7AG.

You also have the right to ask the Financial Ombudsman Service to review your case.

The right to apply to the Ombudsman must be exercised within six months of the date of our final decision. Please write to:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London E14 9SR.

Telephone: 0800 023 4567

# Complaints and Arbitration (cont).

## **Compensation Scheme**

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. You can get more information about compensation scheme arrangements from the: FSCS, 7th Floor Lloyds Chambers, 1 Portsoken Street, London E1 8BN. Telephone: 0800 678 1100.

## **Insurer**

Motors Insurance Company Limited (“the insurer”) will provide the Insurance outlined in the policy document, on the condition that you have paid the premium for the cover that you have chosen. All the terms, exceptions and conditions shown in the policy document will apply to this Insurance.

Motors Insurance Company Limited is an incorporated company limited by shares.

Registered Office:

Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Registered in England No. 2678367.

## **Data Protection Authorisation Statement**

In processing and managing this agreement, the administrator will collect, transfer and store the information you have provided in their secure servers based in the United States of America. The administrator has taken measures to ensure that there is an adequate equivalent level of protection of your information in the U.S.A. in accordance with legislation in the United Kingdom.

In compliance with the Data Protection Act 1998, you are entitled to ask us to amend our records about you if they are not correct, and you may request a copy of the information we hold about you by applying to us in writing addressed to: Compliance Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG or by emailing [CCPH\\_DPA@carcareplan.co.uk](mailto:CCPH_DPA@carcareplan.co.uk). We may charge you the statutory fee of £10 for this service.



Administered by



Car Care Plan

An AmTrust Financial Company

Jubilee House, 5 Mid Point Business Park  
Thornbury, West Yorkshire BD3 7AG

CCP 8773

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