

Every day
without
EXCESS is
a gamble!



**Fleet
(Per Vehicle)
Excess
Reimbursement
Insurance**

Policy wording



Policy of Insurance

Fleet Excess Reimbursement

Schedule of Cover

Specific amendments relating to your Policy wording

- Exclusions

1. Vehicles Exceeding 44 tons GVW
2. Vehicles with more than 9 seats

- Amendments

1. The policy is amended to include commercial vehicle insurances
2. Exclusion vii) c) is amended to include fleet vehicles used for commercial travelling

Excess Reimbursement Insurance

This policy is managed by The XS Cover Company Limited and is a contract between **you** and the **insurer**, Focus Insurance Company Limited (registered in Gibraltar under Company no 96218) who is licensed and regulated by the Gibraltar Financial Services Commission (Gibraltar is part of the European Economic Community) and who is authorised to sell insurance services into member states and in particular the United Kingdom.

In return for payment of the premium the **insurer** will indemnify the **insured person** subject to the terms, conditions, clauses and exclusions of this policy during the **period of insurance** within the **territorial limits**.

INTRODUCTION

What is excess reimbursement insurance?

Most insurance policies have a policy **excess** which means **you** have to pay the first part of a claim that **you** make under a **primary insurance policy**. Excess Reimbursement Insurance is designed to repay **you** the amount of any policy **excess** **you** have to pay when **you** make a successful claim under a **primary insurance policy**.

To qualify for cover under this policy **you** must be named as the Policyholder under the **primary insurance policy**. This insurance will only apply if there is an **excess** under a **primary insurance policy**. Excess Reimbursement Insurance applies only to **your** own personal insurances and will not include any commercial insurances of any nature unless it has been agreed by **us** and is stipulated in the **policy schedule**.

You must be a permanent resident of the United Kingdom, the Channel Islands or the Isle of Man.

Your Insurance Documents

This is **your** Certificate of Insurance. It is only valid when **you** have also received **your insurance schedule** from **your broker**. These two documents make up the insurance contract between **you** and the **Insurer**. Please keep them in a safe place.

All insurance documents and all communications with **you** about Excess Reimbursement Insurance will be in easy to understand English. If **you** have any disability that makes communication difficult, please tell The XS Cover Company Limited and they will be pleased to help **you**.

Claims

Albany Assistance have been appointed by the **insurer** to handle all claims under this insurance. You can find their details in Section 7, How to Make a Claim.

Cooling off Period

You have the right to cancel this policy without liability for the premium within 14 days provided **you** have not made a claim by returning your policy documents to your **broker**.

DEFINITIONS

Each of the words and phrases listed below will have the same meaning wherever they appear in bold in this policy.

Broker	means the insurance intermediary who you bought this policy from and who is named in the policy schedule .
Claims Administrator	means Albany Assistance
Excess	means the amount that you must pay towards the first part of a claim under your primary insurance policy under the terms of that policy and such amount is clearly stated as being an excess in your primary insurance policy documents.
Insured Person(s)	means you and any joint policyholder(s) named on your primary insurance policy .
Limit of liability policy	means the most we will pay in any one period of insurance , as shown in the schedule .
Period of insurance	means the period not exceeding twelve months from the date of issue as shown in the policy schedule and for which you have paid or agreed to pay and we have agreed to accept a premium.
Policy schedule	means the document which forms part of the insurance contract between you and the insurer . It contains your name and gives details of the level of cover provided under this policy. The policy schedule will be issued to you by the broker .
Primary insurance policy	means an insurance policy covering the type of insurance as stated in the policy schedule taken out by you with an authorised and regulated insurer and under which you are named as the Policyholder.
Replacement Vehicle	The vehicle whose registration number is shown in the policy schedule which has been provided to You by the vehicle repairer whilst Your vehicle is with them for repair or has been provided to You by a hire company.
Start date of cover	means the date that this policy starts and will be shown as the Start Date on the policy schedule .
Territorial Limits	means the United Kingdom, Channel Islands, Isle of Man and countries in the European Union as outlined within your own primary insurance policy.
We/Us/Our	The Insurer , Focus Insurance Company Limited.
You/Your	The policyholder named on the primary insurance policy who has taken out and paid for this insurance policy and any joint policyholder named on the primary insurance policy .

THE COVER

Payment or re-imbusement will be made following the successful settlement of any valid insurance claim in any one **Period of Insurance** and provided that the total amount paid under any claim on either the insurance policy on the **Replacement Vehicle** or on **Your Primary Insurance** policy, exceeds the value of the **Excess** and that the incident leading to that claim under either the insurance policy on the **Replacement Vehicle** or on **Your Primary Insurance** policy occurred during a valid **Period of Insurance** and within the **Territorial Limits**.

You can make more than one claim under this policy during the **period of insurance** but in total **we** will only reimburse **you** up to the maximum **limit of liability** as shown in the **policy schedule**.

EXCLUSIONS

Your excess will not be reimbursed in the following circumstances:

- i) if the incident that gave rise to the claim under **your primary insurance policy** happened before the **start date of cover**, as stated in the **policy schedule**;
- ii) if **you** were aware at the **start date of cover** that **you** were going to make a claim under **your primary insurance policy**;
- iii) for any claim under this policy **you** make within the first 14 days immediately following the **start date of cover** unless this policy was taken out at the same time as **your primary insurance policy**;
- iv) where no excess was paid by **you** or deducted from the claim settlement by the insurer of **your primary insurance policy**;
- v) if **your** claim under **your primary insurance policy** was not successful or was for less than the amount of the **excess**;
- vi) where any amount contributed by **you** or deducted from the settlement of **your** claim is not clearly stated in **your primary insurance policy** as being the policy **excess**;
- vii) where the **excess you** paid was under a motor insurance policy and the motor vehicle was used for:
 - a) hire and reward unless **your policy schedule** permits hire and reward under operator's licence conditions;
 - b) any competition, trial, performance test, race or trial of speed, including off-road events, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event;
 - c) any business use other than Class One Business Use as normally defined by motor insurers unless **your policy schedule** permits the use of fleet vehicles for commercial travelling;
 - d) any purpose in connection with the motor trade unless **your policy schedule** states that this clause is deleted;
- viii) any claim caused by an action intentionally brought about by an **insured person** whether during the **period of insurance** or not.
- ix) any claim relating to an **insured person's**:
 - a) Actual or alleged dishonesty; or
 - b) Actual or alleged violent or threatening behaviour or other criminal act.
- x) any claim reported more than 14 days after settlement of the claim under **your primary insurance policy**.
- xi) any claim where the **insured person** would be entitled to indemnity under another insurance policy and whether cover is in force or not.
- xii) any fines, damages or other penalties which any **insured person** is ordered to pay by a court or other authority.
- xiii) where any **insured person** fails to comply with the instructions of the insurer of the **primary insurance policy** or **our** instructions.
- xiv) any claim in respect of any excess relating to damage to or loss of the windscreen or any glass on the vehicle
- xv) any claim pertaining to any other deduction or contribution required by the insurer of the **primary insurance policy**.
- xvi) Emergency repairs arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition or damage to property by or under the authority of any government, public or local authority.

- xvii)** Claims arising from any expense, loss of any income, legal liability or any loss or damage, to property directly or indirectly caused by, contributed to, or arising from any of the following, or from any similar reaction or event:
- a) Ionising radiations 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 explosive nuclear assembly or nuclear component of such assembly.
 - c) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

CONDITIONS

1. Your responsibilities

- a) **Insured persons** must:
 - i. Observe the terms, conditions and exclusions of this policy and **your primary insurance policy**;
 - ii. Take all reasonable steps to try to prevent any incident that may give rise to a claim;
 - iii. Maintain all property and take all reasonable steps to minimise the amount payable under the **primary insurance policy**;
 - iv. Report any claim caused by any criminal action to the Police within 24 hours.
- b) **Insured persons** will be entitled to cover under this policy only if the circumstances, which **you** have confirmed to exist in **your** application remain applicable. If during the **period of insurance** these circumstances change, **you** must immediately notify **us**. In such event the **insurer** reserves the right:
 - i. to charge an additional premium to continue cover; or
 - ii. to cancel this policy.

2. Fraudulent Claims or Statements

If any claim or statement made by any **insured person** is in any respect overstated, false or fraudulent, **we** will have the right to refuse any claim on this policy or to void this policy in its entirety.

3. Reporting a claim

If **you** wish to make a claim under this policy **you** must notify Albany Assistance within 14 days of receiving settlement of the claim under **your primary insurance policy**. Further details are provided under 'How to Make a Claim'.

4. Recoveries

The **insurer** reserves the right to take legal proceedings in **your** name, at their own expense and for their own benefit, to recover any costs or damages they have made under this policy to anyone else. If any **insured person** recovers any costs or damages previously paid under this policy from any other party, such costs or damages must be immediately repaid to **us**.

5. Arbitration

Any dispute or difference of any kind between the **insurer** and an **insured person** will be referred to arbitration by a single arbitrator. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs. Please refer to **our** complaints procedure.

6. Assignment

This policy is between and binding upon the **insurer** and **you** and their/**your** respective successors in title, but this policy may not otherwise be assigned by **you** without the **insurer's** prior written consent.

7. Waiver

If the **Insurer** or any **insured person** fails to exercise or enforce any rights conferred on them by this policy, the failure to do so will not be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

8. Governing law

This policy is governed by English law.

9. Third party rights

Unless expressly stated in this policy, nothing in this policy will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

10. Cancellation Rights

You have the right to cancel this policy without liability for the premium within 14 days of the date upon which **you** receive the **policy schedule** provided **you** have not made a claim. Written notice of cancellation must be given to **your broker** at the address at which they conducted business with **you** or to the **insurer** in writing. If written notice of cancellation is not given within the 14 day period then **you** will be responsible for payment of the premium. If **you** give due notice of cancellation, cover under this policy will cease from the date of delivery or posting of the notice of cancellation.

We will cancel this policy if in **our** opinion **you** have at any time:

- given **Us** false or incomplete information
- agreed to help anyone try to take money from **us** dishonestly, or
- failed to meet the terms and conditions of this insurance or
- failed to act openly and honestly towards **us**.

We can cancel this policy at any time by giving **you** at least 14 days' written notice at **your** last known address.

You can cancel this policy at any time.

11. Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **insurer** is unable to meet their obligations under this policy, an **insured person** may be entitled to compensation from the Compensation Scheme.

12. Data Protection

Any personal information provided by **you** may be held by the **insurer** in relation to **your** insurance cover. It may be used by **our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **your** cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **you** from credit reference agencies, fraud prevention agencies and others to check **your** credit status and identity. The agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** will check **your** details with fraud prevention agencies. If **you** provide false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance claims, for **you** and members of **your** household
- b. Trace debtors, recover debt, prevent fraud, and manage **your** insurance policies
- c. Check **your** identity to prevent money laundering, unless **you** furnish **us** with satisfactory proof of identity.

This may involve the transfer of **your** information to countries which do not have Data Protection laws.

Under Data Protection legislation, **you** can ask us in writing for a copy of certain personal records held about **you**. A charge will be made for this service.

We may use **your** details to:

- a. Send **you** information about other products and services that may interest **you**.

- b. Carry out research.

We may contact **you** by letter, e-mail or phone. If **you** would prefer not to receive marketing information or take part in research, simply tell **us** when **you** call next.

We will not make **your** personal details available to any companies to use for their own marketing purposes.

COMPLAINTS PROCEDURE

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please contact in the first instance **your broker** or write to the XS Cover Company Limited at the following address:

The XS Cover Company Limited

Cross Lane Farm Barn
Cross Lane
Bishops Waltham
SO32 1FL
Email: customersupport@thexscovercompany.com

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at:

South Quay Plaza,
183 Marsh Wall,
London
E14 9SR.

You can also contact the Financial Ombudsman Service on 0845 080 1800. Website:

www.financial-ombudsman.org.uk

(Using this service does not affect **your** right to take legal action.)

HOW TO MAKE A CLAIM

1. Check your policy documents

Please read **your** policy documents carefully, including the exclusions that apply, so that **you** are satisfied that **you** are covered for the claim **you** want to make.

2. Notify the claim

All claims must be notified to **our claims administrator** whose details are below. All claims must be notified within 14 days of **you** receiving settlement of the claim under **your primary insurance policy**.

Albany Assistance
Redmond House,
Fern Court,
Bracken Hill Business Park,
Peterlee,
SR8 2RR
Tel: 0800 433 4631
Email: xsclaims@albanyassistance.co.uk

You will need to provide **your** policy reference number which will be shown in the **policy schedule**. If **you** are not sure whether **you** can claim, please talk to the **claims administrator** who will be happy to help **you**.

3. Complete your claim form

After **you** have notified **your** claim the **claims administrator** will send **you** a claim form, which **you** should fill in and send back to them as soon as possible.

You must also provide a copy of the settlement letter from the insurer of **your primary insurance policy** giving details of the date of the claim incident and which clearly states the amount of the excess.

The **claims administrator** will tell **you** if they need any more information or documentation from **you**.

It is very important that **you** read this document carefully and keep it in a place of safekeeping for **your** future reference.