

Every day
without
EXCESS is
a gamble!



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

Policy wording



Policy of Insurance

Fleet Excess Reimbursement

INTRODUCTION

What is Excess Reimbursement?

Most Insurance policies have a policy *excess* which is the amount *you* have to pay towards a claim that *you* make under a *primary insurance policy*.

Excess Reimbursement 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*.

The Insurer

Excess Reimbursement Insurance is arranged by the XS Cover Company with UK General Insurance Limited, on behalf of UK General Insurance (Ireland) Limited. UK General Insurance (Ireland) limited is registered in the Republic of Ireland, number 340407, registered office: Alexandra House, The Sweepstakes, Ballsbridge, Dublin 4. This can be checked by visiting www.registers.centralbank.i.e.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fca.gov.uk/register or by calling 0800 1116768.

Your insurance documents

This is *your* policy wording. 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 *us* (the Insurer). Please keep them in a safe place. *We* recommend that *you* review *your* cover periodically to ensure that it continues to meet *your* needs.

Language

All insurance documents and all communications with *you* about Excess Reimbursement will be in easy to understand English.

Claims

Albany Assistance Limited is appointed by *us* to handle all claims under this insurance. *You* can find their details in Section 6, How to Make a Claim.

Cancellation

You may cancel this insurance within 14 days of receiving it (this is known as the cooling off period) and *you* will be entitled to a full refund of the premium as long as *you* have not made a claim.

You can cancel at any time after the 14 day cooling off period and *we* will make a proportionate refund of the premium paid, as long as *you* have not made a claim. However, such refund may be subject to an administration charge from XS Cover Company Limited and/or the *broker*. To cancel *your* cover please notify *your* broker.

We shall not be bound to accept the renewal of any insurance and may at any time cancel this policy by sending *you* 14 days' notice in writing at *your* last known address. Valid reasons for cancellation may include but are not limited to:

- Fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions

Provided that the premium has been paid in full, *you* shall be entitled to a proportionate refund of premium in respect of the unexpired period remaining on the insurance.

1. ELIGIBILITY

- 1.1. To qualify for Excess Reimbursement Insurance *you* must be named as the Policyholder under the *primary insurance policy* and a permanent resident of the *United Kingdom*.
- 1.2. This insurance only applies if there is an *excess* payable by *you* under *your primary insurance policy*. Excess Reimbursement Insurance applies only to *your* own personal insurances. *We* explain what *we* mean by a *primary insurance policy* below in 'Definitions' - please read this carefully.

2. DEFINITIONS

Where *we* explain what a word means that word will be highlighted in *italic* print and will have the same meaning wherever it is used in this policy wording.

"Broker" means the insurance intermediary who sold *you* this Excess Reimbursement Insurance and who is named in *your insurance schedule*.

"Claims Administrator" means .Albany Assistance Limited

"Excess" means the amount *you* had to 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 being an excess in *your primary insurance policy* documents.

"Insurance schedule" means the document which forms part of the insurance contract between *you* and *us*. It contains *your* name and gives details of the level of cover provided under *your* Excess Reimbursement Insurance. The *insurance schedule* will be issued to *you* by the *broker*.

"Maximum reimbursement limit" means the most *we* will pay in any one annual *period of insurance*, as shown in *your insurance schedule*.

"Period of insurance" means the annual period of cover under this Excess Reimbursement Insurance for which *we* have accepted the premium, as stated in *your insurance schedule*.

"Primary insurance policy" means an insurance policy covering the subject matter as stated in *your Insurance Schedule*, applying in the *United Kingdom* only, taken out by *you* with an insurer which is authorised and regulated in the *United Kingdom*, and under which *you* are named as the policyholder. Cover will also extend to a temporary replacement vehicle whilst *your* own vehicle is being repaired as the result of a claim *you* have made under *your* policy. Please note that vehicles exceeding 44T gross vehicle weight or vehicles with more than 9 seats will not be covered by this Excess Reimbursement Insurance.

"Start date of cover" means the date that *your* Excess Reimbursement starts and will be shown in *your insurance schedule*.

"United Kingdom" means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

"We/us/our" means UK General Insurance Limited on behalf of UK General Insurance (Ireland) Limited.

"You/your" means the person or company who took out this Excess Reimbursement Insurance and who is named as the Policyholder in the *insurance schedule* and named as the Policyholder in the *primary insurance policy*.

3. WHAT IS COVERED

If *you* make a claim under *your primary insurance policy* *we* will reimburse *you* the amount of the excess that *you* had to pay.

Your Excess Reimbursement Insurance applies only if:

- 3.1. The incident that led to the claim under *your primary insurance policy* happened during the *period of insurance* of this Excess Reimbursement Insurance.

- 3.2. The claim under *your primary insurance policy* was successful and the cost was more than the amount of the *excess*.

You may claim under this Excess Reimbursement Insurance more than once during the *period of insurance*, but in total we will only pay up to the *maximum reimbursement limit* shown in *your insurance schedule*, in any one *period of insurance*.

4. WHAT IS NOT COVERED

We will not reimburse *your excess* in the following circumstances:

- 4.1. if the incident that led to the claim under *your primary insurance policy* happened before the *start date of cover*, as stated in *your insurance schedule*;
- 4.2. if *you* were aware at the *start date of cover* that *you* were going to make a claim under *your primary insurance policy*;
- 4.3. for any claim under this insurance that *you* make within the first 30 days immediately following the *start date of cover*, unless this Excess Reimbursement Insurance policy has the same start date as *your primary insurance policy*;
- 4.4. where no *excess* was paid by *you* or deducted from the claim settlement by the insurer of *your primary insurance policy*;
- 4.5. if *your* claim under *your primary insurance policy* was not successful or was for less than the amount of the *excess*;
- 4.6. 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*;
- 4.7. where the *excess* *you* paid was under a motor insurance policy and *your* claim under that policy was in respect only of glass repair or replacement;
- 4.8. where the *excess* *you* paid was under a motor insurance policy and the motor vehicle was used for:
 - 4.8.1. hire and reward unless *your insurance schedule* permits hire and reward under operator's licence conditions;
 - 4.8.2. 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;
 - 4.8.4. any purpose in connection with the motor trade unless *your insurance schedule* states that this clause is deleted;
- 4.9. where the *excess* required from *you* under *your primary insurance policy* has already been paid or recovered from another party;
- 4.10. where the *excess* incurred is in respect of a *primary insurance policy* where the item(s) or location insured is outside of the *United Kingdom*;
- 4.11. where the *excess* incurred is in respect of a claim, which occurred outside of the *United Kingdom*. However cover will operate for claims which have occurred whilst *you* were temporarily visiting a country outside of the *United Kingdom*, as long as this visit was covered by *your primary insurance policy* provider;
- 4.12. Any claim resulting in any way from:
 - 4.12.1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind. For the purposes of this policy, 'terrorism' shall mean: 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;;

- 4.12.2. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

5. HOW TO MAKE A CLAIM

Step one - check *your* policy wording

Read this Certificate first so that *you* are satisfied that *you* are covered for the claim *you* want to make. Read any exclusions that may apply and make sure *you* understand them.

Step two - notify the claim

All claims must be notified to *our claims administrator*; their details are below. *You* should do this as soon as possible from the date *you* received settlement of the claim under *your primary insurance policy*. Please note that if *you* delay reporting a claim to *us* without good reason and that delay causes an adverse and prejudicial effect to *us*, then *we* may not be able to pay *your* claim. Please contact: Albany Assistance Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, SR8 2RR Tel: 0800 433 4631 Email: xspclaims@albanyassistance.co.uk

Please tell them the policy reference number which will be shown in *your insurance schedule*. If *you* are not sure whether *you* can claim, please talk to the *claim administrator* who will be happy to help *you*.

Step three - after the claim is notified

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

PLEASE NOTE: FAILURE TO FOLLOW THESE STEPS MAY DELAY AND / OR JEOPARDISE THE PAYMENT OF YOUR CLAIM.

CLAIMS CONDITIONS Things to keep in mind when making a claim

- 5.1 **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.
- 5.2 **Other Insurance**
If *you* were covered by any other Insurance for the same *excess* *we* will only pay *our* share of the claim.
- 5.3 **Driving licence**
We will only give *you* the cover that is described in this policy in respect of any *excess* under a motor insurance policy if *you* have a current and valid UK driving licence, or hold a full internationally recognised licence which is approved for use within the *United Kingdom* by the DVLA.
- 5.4 **Keeping to the Terms**
We will only give *you* the cover that is described in this policy if *you* comply with all its terms.
- 5.5 **Fraudulent Claims or Misleading Information**
If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by *you* or anyone acting on *your* behalf to obtain benefit under this insurance, then *your* right to any benefit under this insurance will end, *your* cover will be cancelled with no refund of premium and *we* will be entitled to recover any benefit paid to *you* as a result of any such fraudulent or misleading claim. *We* may also inform the police and other insurers.

6 CUSTOMER SERVICE AND COMPLAINTS

- 6.1 **Service**
Every effort is made to provide *you* with a high standard of service. If *you* have any questions about *your* Excess Reimbursement Insurance please talk to the *broker* who arranged this cover for *you* and

they will be pleased to help.

6.2 Complaints

6.2.1 Complaints about the sale of your policy

If *you* wish to make a complaint about the conduct of the sale of this insurance, including any information or advice provided as part of the sale, please also contact the *broker* who arranged this cover for *you*.

6.2.2 Complaints about policy administration matters

If *you* wish to make a complaint about service matters such as general administration of *your* policy (other than about a claim) please contact the Customer Services Manager at XS Cover Company Limited, 145 - 157 St. John Street, London, EC1V 4PW. Email: customersupport@thexscovercompany.com

6.2.3 Complaints about the insurance policy (including claims)

If *you* wish to make a complaint about the terms and conditions of the insurance, or about a claim, please contact Albany Assistance, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, SR8 2RR Tel: 0800 433 4631 email: xsclaims@albanyassistance.co.uk

6.2.4 If *your* complaint cannot be resolved by the end of the next working day

It will be passed to Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Way, Leeds, LS10 1RJ. Tel: 0845 2182685. Email: customerrelations@ukgeneral.co.uk.

6.2.5 If it is not possible to reach an agreement, *you* have the right to make an appeal to the Financial Ombudsman Service. This also applies if *you* are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. *You* may contact the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London, E14 9SR.

The above complaints procedure is in addition to *your* statutory rights as a consumer. For further information about *your* statutory rights contact *your* local authority Trading Standards Service or Citizens Advice Bureau.

7. LEGAL AND REGULATORY INFORMATION

7.1 Law and Legal Proceedings Applicable

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England, or of the country within the United Kingdom in which *your* main residence is situated.

7.2 Compensation Scheme

The Insurance Compensation Fund in Ireland exists for the protection of consumers. In the event that an insurer is unable to pay a claim, compensation may be available from this fund. *You* may obtain more information about the Insurance Compensation Fund by visiting the Central Bank of Ireland's website at www.centralbank.ie.

7.3 Data Protection Act

Please note that any 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. *We* may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.