



Commercial Vehicle Excess Protection Insurance



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Thank you for choosing Commercial Vehicle Excess Protection Insurance. The information in this policy wording contains important information and we have made it as easy as possible to understand. Please take time to read through it and contact us if you need any further information. This policy is designed specifically for named/authorised drivers as per the main motor policy.

Lexelle Limited and Trent-Services (Administration) Limited are authorised and regulated by the Financial Conduct Authority for the sale and administration of general insurance products in the United Kingdom.

Insurer

This policy is underwritten by Alpha Insurance A/S is authorised and regulated by Finanstilsynet (The Danish Financial Regulator), under authorisation number 53068. You can check this by visiting the Finanstilsynet website at <http://www.finanstilsynet.dk>. As an insurance company authorised within the European Union, Alpha Insurance is permitted to conduct business in the United Kingdom under Financial Conduct Authority reference 431621. You can check this by visiting the Financial Conduct Authority website at <http://www.fca.org.uk>

What makes up this policy?

This policy and the Schedule document must be read together as they form your insurance contract.

Monetary limits

We can insure you up to the amount of the sum insured as specified on your Schedule.

Cooling off period

Lexelle Limited will refund in full your premium, if, within 14 days of purchasing this insurance you decide that it does not meet your needs providing that you have not reported or are intending to report a claim. Once the 14 days has expired you have no right to cancel this insurance. In the event of your main policy being cancelled the excess policy will also be cancelled with no refund of premium.

Jurisdiction and law

This Insurance policy will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

Which vehicles are eligible for cover under this Policy?

1. Vehicles used on a personal or a commercial basis and insured on a personal or commercial Motor Insurance Policy in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
2. Vehicles insured on a commercial fleet policy, but only where the total number of vehicles on that fleet policy does not exceed 30 or where the total number of vehicles owned by the company or trading entity purchasing this policy does not exceed 30.
3. Vehicles that weigh 3.5 tonnes gross vehicle weight or less.

Cover Provided

1. Cover is provided for an amount equal to the Excess in relation to each Settled Claim on Your Motor Insurance Policy up to the Coverage Limits as shown on your policy schedule in respect of claims arising from a motor insurance claim only.
2. You are also covered where You have been unsuccessful in recovering the Excess cost from a Third Party within 6 months of making a valid claim against them under Your Motor Insurance Policy
3. The maximum amount payable under this policy, with the level of coverage (which is subject to the appropriate premium having been paid), is the amount you would have to pay, which is the first amount of any claim, shown in the schedule under own damage of your Motor Insurance Policy. Only when the excess of the current and valid motor insurance policy is exceeded will this Commercial Vehicle Excess Protection Insurance policy respond to its full value.
4. Coverage limits available
 - A) £ 250 in any one policy period
 - B) £ 500 in any one policy period
 - C) £ 750 in any one policy period
 - D) £1,000 in any one policy period
5. Please refer to the Schedule document for your annual cover limit.

Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy.

1. **“You/Your/Insured Person”** means the person or company (including its employees) whose name appears at the top of Your Schedule
2. **“We/Us/Our”** means Alpha Insurance A/S, Harbour House I, Sundkrogsgade 21, DK-2100, Copenhagen Denmark.
3. **“Excess”** means the amount You must pay under the terms of Your Motor Insurance Policy.
4. **“Period of Insurance”** - means the period for which We have accepted the premium as stated in your Policy Document.
5. **“Motor Insurance Policy”** - means the Insurance Policy for your commercial vehicle issued by an insurer who is authorised by the Financial Conduct Authority to conduct business in the UK
6. **“Event”** means each claim occurrence during the Period of Insurance
7. **“Motor Insurer”** - means an insurer who is authorised by the Financial Conduct Authority to conduct business in the UK.
8. **“Named Driver(s)”** - means Drivers in addition to You who are permitted to drive under the terms of your Motor Insurance Policy.

9. **“Schedule”**- this forms part of this Policy Document and contains the name of the Policy Holder and gives details of the cover provided by this Policy and the Motor Vehicle(s) to which this cover relates.
10. **“Waived or Reimbursed”** means where a third party has already made good which is the first amount of any claim, shown in the schedule under own damage of your Motor Insurance Policy.
11. **“Motor Vehicle”** a vehicle (not being an invalid carriage) which is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers and does not exceed 3.5 tonnes gross vehicle weight, of which You are the owner or Keeper and which You are authorised to drive

General conditions applicable

You must comply with the following conditions to have the full protection of Your policy.

1. The Commercial Vehicle Excess Protection Insurance policy will continue to respond for the period of the insurance or until your chosen level of indemnity on this Commercial Vehicle Excess Protection Insurance policy is exhausted; whichever comes first.
2. The insurance policies that you have must be current and valid insurance that is provided by an Insurer who is authorised by the Financial Conduct Authority to conduct business in the UK
3. The Policyholder as stated on the Schedule must match the lead name of the individual or company on the main policy that has responded and to which this policy will respond to the amount of the excess.
4. Only when the excess of the current and valid main insurance policy is exceeded and follows the successful claim payment will this Policy respond to its full value.
5. You must take reasonable care not to make any misrepresentation when replying to the questions asked when setting up this policy. If you are careless in answering the questions or if you recklessly or deliberately make a misrepresentation any claim under this Insurance the policy may be voided and no refund of premium will be given.

What is not covered (Exclusions)

1. Any claim that your main motor insurance policy does not respond to or the excess is not exceeded.
2. Any claim on the main insurance policy which occurred prior to the attachment date of this Insurance as shown on your Schedule.
3. Any claim notified to Us more than 31 days following the settlement of your claim by your main policy Insurer.
4. Any contribution or deduction from the settlement of Your claim against Your Motor Insurance Policy other than the stated Policy Excess, for which you have been made liable.
5. Where a third party has waived or reimbursed You and made good which is the first amount of any claim, shown in the schedule under own damage of your Motor Insurance Policy.
6. Any liability You accept by agreement or contract, unless You would have been liable anyway.
7. Any claim that is refused by Your main policy Insurers to whom you are claiming.
8. Any excess claim arising from glass repair or replacement.

9. War and terrorism exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other consequence to the loss: -

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
2. Or any act of terrorism.

For the purpose of this exclusion; any act of terrorism means 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.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above. If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Conditions Applicable

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.
2. 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 Our share of the claim.
3. Reasonable Precautions - You must take reasonable steps to safeguard against loss or additional exposure to loss.
4. Keeping to the terms of this Policy - We will only give You the cover that is described in this Policy if any person claiming cover has met with all its terms and the terms of the Motor Vehicle Excess Protection Insurance Policy, as far as they apply.
5. 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.
6. Motor Insurance - You must maintain at all times during the period of this Policy a Motor Insurance Policy issued by an insurer who is authorised by the Financial Conduct Authority to conduct business in the UK.



Claims

Making a claim:

If you wish to claim under your Commercial Vehicle Excess Protector Policy Insurance, you should contact the claims administrators, Trent Services (Administration) Ltd on 01285 626020.

They will then take details and send you a claim form. When you receive this you should :

1. Complete and return it with a copy of the acknowledgement letter received from Trent-Services (Administration) Ltd .
2. Send a copy of the Schedule for your Motor Vehicle Excess Protection Insurance.
3. Provide a copy of your settlement letter from your Insurance Company, which must state the amount settled and the excess deducted.

Please post all of these documents to: Trent-Services (Administration) Ltd at Trent Lodge, Stroud Road, Cirencester, Gloucestershire GL7 6JN

If you need to call Trent-Services (Administration) Ltd for any further information please do not hesitate to do so on :
01285 626020

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

Complaints Procedure

We do everything possible to make sure that you receive a high standard of service. If you are not satisfied with the service that you receive, please contact in the first instance, your agent or the Issuing Agent with whom the policy was taken out, if you remain dissatisfied then you should address your enquiry/complaint to: The Quality Manager at Trent-Services (Administration) Ltd at Trent Lodge, Stroud Road, Cirencester, Gloucestershire GL7 6JN

Please provide full details of your policy and in particular your policy number to help your enquiry to be dealt with speedily.

If the insured's complaint is not resolved the insured may be able to refer the complaint to the Financial Ombudsman Service (Ombudsman): -

The Financial Ombudsman's Service
South Quay Plaza, 183 Marsh Wall, London, E14 9SR

These procedures do not affect your right to take legal action

Compensation Scheme

Alpha Insurance A/S is a member of the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).