

# UK EXCESS INSURANCE POLICY

## POLICY WORDING

Issued by Virtual Insurance Products Ltd trading as Jackson Lee Underwriting

In consideration of you having paid the premium or agreed to pay the premium on the date of inception of this contract we agree to provide the Insurance described in this Policy and Schedule.

The Policy and Schedule should be read together as one contract and the Proposal Form/ Statement of Fact made by the you is the basis of the contract.

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this contract shall be subject to English Law.

### DEFINITIONS:

Wherever the following words and phrases appear in this Policy they will always have these meanings:

**Accidental, Accidentally**

Damage caused by forcible, visible, violent or external means.

**Insured Vehicle**

The car or light van shown in the schedule.

**Start date or Renewal date**

Means either the date your policy first commences or the renewal date as shown in the schedule.

**We/ our/ us**

Alpha Insurance A/S.

**You/ your/ yourself**

The person(s) shown in the Schedule as the Insured.

### ABOUT THIS INSURANCE POLICY:

You should read the terms and conditions detailed in this policy including how to make a claim. Please read them carefully so that you know what cover is provided and what you should do if you need to make a claim.

If this insurance does not meet your needs please contact your insurance intermediary with whom you arranged this insurance that you no longer require cover. You should do so within 14 days of cover starting. Please also return this Policy and Schedule. Providing you have not made a claim we will refund you the total premium you have paid.

This Policy and the Schedule are important documents. Please keep them in a safe place where you can find them should you need to refer to them in the future.

Should you need to discuss any aspect of the cover then please contact your insurance intermediary. When providing this insurance we have relied on the information and statements which you have provided in the Proposal Form/Statement of Fact when applying for this insurance.

**Date:** As shown on the Schedule.

**Signed:**

**For and on behalf of Alpha Insurance A/S**

## Section 1 – Policy Cover

### What is covered:

The accidental damage, malicious damage, fire or theft excess stated in your policy and/or schedule of motor insurance but only up to the amount of excess stated in the schedule of this policy and following a valid claim with your motor insurer. Cover is only provided for incidents occurring to the insured vehicle during the dates shown in the schedule. A claim will only be paid subject to you reporting the incident to your own motor insurers and the total amount of the claim made exceeding the total amount of excess covered by this Policy. The maximum number of claims during the same period of insurance must not exceed two.

Where a non-fault accident involves a third party, this cover will only apply if your policy excess is not recovered from the third party within 6 months from the date of the incident.

### Section 2 – Exclusions:

What is not covered:

- 2.1 Any claim occurring within the first 48 hours of the start date of this policy only.
- 2.2 Any claim notified after 30 days of the incident occurring.
- 2.3 Any excess payable on warranty policies.
- 2.4 Any excess in respect of windscreen or glass damage claims.
- 2.5 Any claim when no cover is provided by your motor insurers.
- 2.6 Any excess recoverable from a third party within 6 months of the claim being made.
- 2.7 Any claim exceeding two previous claims during the same period of insurance.

### Section 3 - Policy Conditions

3.1 Geographical Limits - Unless otherwise agreed, this policy applies to the countries as specified in your policy and/or schedule and/or certificate of motor insurance including transit by sea, rail or air including loading and unloading between the countries specified in your motor insurance policy and/or schedule and /or certificate of motor insurance.

3.2 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.

3.3 If you were covered by any other insurance for the excess payable following an incident which resulted in a valid claim under this Policy we will pay our share.

3.4 Reasonable Precautions - You must take reasonable steps to keep your vehicle in a safe condition and protected from damage.

3.5 Cancellation - We can cancel this Policy by giving you at least 7 days notice by recorded delivery letter to your last known address. If we exercise this option you will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of the Policy provided there have been:

- no claims made under the policy for which we have made payment.
- no claims made under the policy which are still under consideration.
- no incidents likely to give rise to a claim but are yet to be reported to Us.

You can cancel this policy by giving us notice in writing and returning the schedule. No return of premium will be payable.

3.6 Fraudulent Claims - If you make a claim under this policy and you know the claim is false or fraudulent in any way, the policy is void and any claim will not be paid.

3.5 The companies which provide the products and services related to this Policy are regulated by the Financial Services Authority. Alpha Insurance A/S, who underwrite this insurance are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. This compensation system is subject to restrictions and not all policyholders are eligible. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 0207 892 7300.

### **Complaints Procedure**

We aim to provide a first-class service.

If you have any cause to complain, or you feel that we have not kept our promise, please follow the procedures below.

1. For complaints relating to the selling of this insurance please contact the sales agent from which this insurance was purchased. When you do this quote your Policy number, which is on your Schedule.
2. For complaints relating to the administration or claims handling of this insurance please write to:  
Jackson Lee Underwriting, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR. When you do this quote your Policy number, which is on your Schedule.
3. After this action, if you are still not satisfied with the way a complaint has been dealt with, you may ask the Claims Department at Alpha Insurance A/S Amaliegade 12 st. DK-1256 Copenhagen K, Denmark to review your case (This would not affect your rights to take legal action if necessary).

In any of these instances if you wish to provide written details please head your letter "Complaint" and give your full name, address, postcode and your contact telephone number. Quote the type of policy and policy and or claim Number and explain clearly and concisely the reason(s) for your complaint. Please send the letter to the person dealing with your complaint along with a requested material.

If you still remain dissatisfied after following the above procedures in full, you can ask the Financial Ombudsman Service to review your case. Their address is Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

The Financial Ombudsman Service cannot consider your complaint if it is: -

- a) less than eight weeks after receipt of the complaint by the sales agent, Administrator or us, or;
- b) more than six months after the date on which the sales agent, Administrator or us provided our final response advising that you may refer your complaint to the Financial Ombudsman Service, or;
- c) more than six years after the event complained of or more than three years from the date on which you became aware that you had cause for complaint unless you have already referred the complaint to the sales agent, Administrator or us.

Alpha Insurance A/S and UK Insurance Solutions Ltd are authorised and regulated by the Financial Services Authority.

### **Claims Procedure**

1. You must notify your Insurance Broker from which this insurance was purchased as soon as practically possible of any claim or potential claim under this Policy. We will not make any payment for costs incurred before the claim is notified.

2. Your Insurance Broker will issue the necessary Claim Form for completion and if requested offer any further guidance you require in respect of the claim.  
The completed claim form and all supporting documents should be returned to your Insurance Broker.

**Alpha Group, Amaliegade 12, st. DK-1256 Copenhagen, Denmark.**

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