

Commercial Motor Vehicle Excess Protect

Master Certificate Number – COMXS / 09 / 2022



This Commercial Motor Vehicle Excess Protect policy has been arranged by Lexelle Limited, with Financial & Legal Insurance Company Limited.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check this on the Financial Services Register by visiting <https://register.fca.org.uk/>. Our Financial Service Register number is 202915.

We have appointed Lexelle Limited to administer **your** insurance on **our** behalf, who are authorised and regulated by the Financial Conduct Authority, register number 312782.

Throughout this policy document they are referred to as the **administrator**, and as the firm that arranged **your** insurance with **us**:

Lexelle Limited can be contacted at:

PO Box 4428

Sheffield

S9 9DD

Tel: 0114 350 4107

Email: assist@lexelle.com

[The office hours are 9am – 5pm Monday to Friday excluding Bank/public holidays in England & Wales](#)

The Lexelle Commercial Motor Excess Protect Insurance Policy covers **You** for an amount equal to the **Excess** in relation to a **Claim** on **Your** main **Motor Insurance Policy**. Full details of cover period are detailed in **Section 2 – Cover Provided**

1. Definitions

Administrators

Lexelle Limited

Claim

A claim by **You** against **Your** existing **Motor Insurance Policy**

Commencement Date

The date shown on the **Policy Schedule** confirming when cover comes into force

Excess

The amount **You** must pay under the terms of **Your Motor Insurance Policy**

Period of Insurance

The period for which **We** have accepted the premium as stated in **Your Policy Schedule**.

Motor Insurance Policy

The Insurance Policy for **Your** commercial vehicle issued by a **Motor Insurer** who is authorised by the Financial Conduct Authority to conduct business in the UK

Motor Insurer

An insurer who is authorised by the Financial Conduct Authority to conduct business in the UK.

Named Driver(s)

Driver(s) in addition to **You** who are permitted to drive under the terms of **Your Motor Insurance Policy**.

Policy Schedule

This forms part of this Policy Document and contains the name of the policyholder and gives details of the cover provided by this Policy and the **Motor Vehicle** to which this cover relates.

Motor Vehicle

A motor vehicle which:-

- is not an invalid carriage and is constructed for the carriage of passengers and their effects and is adapted to carry not more than seven passengers of which **You** are the owner or Keeper and which **You** are authorised to drive;
- is 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 and Northern Ireland);
- is 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;
- is 3.5 tonnes gross vehicle weight or less.

Territorial Limits

The United Kingdom and Northern Ireland

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**.

We, Our, Us

Financial & Legal Insurance Company Limited

You, Your, Insured Person

The person or company (including its employees) whose name appears on **Your Policy Schedule**

2. Cover Provided

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.

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**

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 total value of a **Claim** on **Your Motor Insurance Policy** exceeds the **Excess** will cover be provided.

The Coverage limits available with this policy are as follows:-

- 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

Please refer to **Your Policy Schedule** for **Your** annual cover limit.

The Commercial Motor Vehicle Excess Protect policy will continue to respond for the **Period of Insurance** or until **Your** chosen level of indemnity on this Commercial Motor Vehicle Excess Protect Policy is exhausted; whichever comes first.

3. Exclusions

The following are not covered under this insurance:

- a) Any **Claim** that **Your** main **Motor Insurance Policy** does not respond to or the **Excess** is not exceeded
- b) Any **Claim** on **Your Motor Insurance Policy** which occurred prior to the start date of this Insurance as shown on **Your Policy Schedule**.
- c) Any **Claim** notified to **Us** more than 31 days following the settlement of **Your Claim** by **Your Motor Insurer**.
- d) Any contribution or deduction from the settlement of **Your Claim** against **Your Motor Insurance Policy** other than the stated **Excess**, for which **You** have been made liable.
- e) 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**.
- f) Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
- g) Any **Claim** that is refused by **Your Motor Insurer** to whom **You** are claiming.
- h) Any **Excess Claim** arising from glass repair or replacement.
- i) Any **Claim** directly or indirectly caused by or contributed to or arising from:
 - Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority
 - Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
 - Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
 - Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

4. Policy Conditions

You must comply with the following conditions to have the full protection of **Your** policy:-

- a) **Your** main **Motor Insurance Policy** must be current and valid and provided by a valid **Motor Insurer**
- b) The policyholder as stated on the **Policy Schedule** must match the lead name of the individual or company on the **Motor Insurance Policy** that has responded and to which this policy will respond to the amount of the **Excess**.
- c) Only when the **Excess** of the current and valid **Motor Insurance Policy** is exceeded and follows the successful **Claim** payment will this policy respond to its full value.
- d) 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.
- e) 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**.
- f) Reasonable Precautions - **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
- g) 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 Insurance Policy**

5. Claims Procedure

If **You** wish to claim under **Your** Commercial Vehicle Excess Protector Policy Insurance, **You** should contact the **Administrator** on Tel: **0114 350 4107**

They will then take details of **Your Claim** 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 the **Administrator** .
2. Send a copy of the **Policy Schedule** for **Your** Motor Vehicle Excess Protection Insurance.
3. Provide a copy of **Your** settlement letter from **Your Motor Insurer**, which must state the amount settled and the **Excess** deducted.

Please post all of these documents to: Lexelle Limited, PO BOX 4428, Sheffield S9 9DD

If **You** need to contact the **Administrator** for any further information please do not hesitate to do using the contact details below:

Lexelle Limited
PO Box 4428
Sheffield
S9 9DD
Tel: 0114 350 4107
Email: assist@lexelle.com

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

6. Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a Claim **You** should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact **Your broker or agent** who arranged the Insurance on **Your** behalf.

CLAIMS

For complaints about the handling of a **Claim**, please contact:

Head of Claims
Lexelle Limited
PO Box 4428
Sheffield
S9 9DD
Tel: 0114 350 4107
Email: assist@lexelle.com

In all correspondence please state that **Your** insurance is provided by Financial and Legal Insurance Company Limited and quote scheme reference CMXS / 09 / 2022.

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 £6.5 million or less and fewer than 50 employees or an annual balance sheet below £5million. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.
Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Citizens Advice Bureau.

7. Cancellation

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to **Us** or **Your** broker / agent within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **Your** broker / agent will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing **Us** or **Your** broker / agent however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Where **We** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **Your** broker / agent ask.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover.

Where **Our** investigations provide evidence of fraud or misrepresentation, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided the **Administrator** or **Your** broker / agent with incomplete or inaccurate information. This may result in **Your** policy being cancelled from the date **You** originally took it out and **We** will be entitled to keep the premium.

If **Your** policy is cancelled due to fraud or misrepresentation, this may affect **Your** eligibility for insurance with **Us**, as well as other insurers, in the future.

8. Data Protection

We are Financial & Legal Insurance Company Limited, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is **Z561011X**.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with your personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy. For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

Financial & Legal Insurance Company Limited's full privacy notice

This notice explains the most important aspects of how **we** use **your** data. You can get more information about this by viewing **our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing **us** at info@financial&legal.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

9. Your Responsibility

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **Your** broker / agent may ask as part of **Your** application for cover under the policy
- b) to make sure that all information supplied as part of **Your** application for cover is true and correct
- c) tell **Your** broker / agent of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **Your** broker / agent asks when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not complete and accurate, this may mean **Your** policy is invalid and that it does not operate in the event of a **Claim** or **We** may not pay any **Claim** in full.

If **You** become aware that information **You** have given to **Your** broker / agent is inaccurate or has changed, **You** must inform them as soon as possible.

Fraudulent Claims/Fraud

You must not act in a fraudulent way. if **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a **Claim** under the policy, knowing the **Claim** to be false or fraudulent in any way;
- makes a **Claim** for any loss or damage **You** caused deliberately or with **Your** knowledge.

If **Your** **Claim** is in any way dishonest or exaggerate, **We** will not pay any benefit under this policy or return any premium to **You** and **we** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent **Claim**. **We** may also take legal action against **You** and inform the appropriate authorities.

COMPENSATION SCHEME

Financial & Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Financial & Legal Insurance Company Limited cannot meet their obligations. This depends on the type of business and the circumstances of the **Claim**. Most insurance contracts are covered for 90% of the **Claim** with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY