Motor Excess Insurance Policy

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Welcome

Thank **You** for choosing ALA Insurance Brokers to provide **Your** motor **Excess** insurance policy, underwritten by Financial & Legal Insurance Company Limited we've designed this policy to help **You** if **You** ever need to pay an "**Excess**" when **You** make a claim on **Your** main car insurance.

Here's what **Your** cover means in simple terms:

- **We help with Your Excess:** If **You** have an accident and **Your** main car insurance asks **You** to pay an **Excess**, we'll pay **You** back, up to the amount shown on **Your** insurance certificate.
- **For people who want peace of mind:** This insurance is for anyone seeking financial certainty and affordability when making a claim.
- **Easy claims process:** If **You** need to claim, just show **Us** proof that **Your** main insurance has paid **Your** claim and that **You** paid the **Excess**. We'll help **You** every step of the way.
- **You can change Your mind:** **You** can cancel within 14 days and get **Your** money back, as long as **You** haven't made a claim. After 14 days, **You** can still cancel, but **You** won't get a refund.

Please keep this document in a safe place and retain a copy for **Your** records. If **You** have any questions or need assistance, **Our** team is here to help.

Our Agreement

This insurance is a contract between **Us** and **You**. **We** will provide the cover outlined in this policy. Only claims made during the **Period of Insurance** in **Your** policy **Schedule** count. This also includes future periods if **We** accept a renewal premium. This is subject to the terms and conditions of the policy.

To ensure **You** are covered, please provide accurate and complete information to the best of **Your** knowledge. If **You** don't take reasonable care when providing this information, **We** may not be able to accept a claim.

This policy, **Your** policy **Schedule**, and the Insurance Product Information Document (IPID) make up **Your** full insurance agreement. Please read them together. If **You** need these documents in a different format such as large print, braille or audio, please let **Us** know.

Signed on **Our** behalf



Nick Garner, Chief Executive Officer
Financial & Legal Insurance Company Limited

Policy Definitions

Throughout this document, there are certain words and phrases which have a specific meaning. These apply wherever they appear in **bold** type and are explained below.

Term	Definition
Benefit	The maximum amount that can be claimed under this policy as stated on the **Schedule** during any consecutive 12-month period.
Excess	The first amount of any claim **You** are responsible for paying under the terms of **Your Motor Insurance Policy**.
Insurer	Financial & Legal Insurance Company Limited.
Motor Insurer	An authorised and regulated UK insurance company who issued **You** a **Motor Insurance Policy**.
Motor Insurance Policy	A policy providing insurance issued by a **Motor Insurer** in force during the **Period of Insurance** providing core motor insurance. For Social, Domestic, Pleasure and Commuting use only.
Policy Administrator	AMS Insurance Services Ltd (AMS).
Policy Retailer	ALAIB Limited trading as ALA Insurance Brokers.
Period of Insurance	12 calendar months from the date of inception as detailed on the **Schedule.**
Proposal	Any information provided from **You** or from anyone acting on **Your** behalf when applying for this policy.
Schedule	The document that provides confirmation of cover, **Your** details, **Start Date** and the **Benefit** selected.
Start Date	The date **Your** cover shall start as shown on **Your Schedule of Insurance**.
Territorial Limits	The United Kingdom (Northern Ireland, the Channel Islands and Isle of Man).
Waived or Reimbursed	Where a third party has already paid the **Excess**.
We/Us/Our	Financial & Legal Insurance Company Limited.
You/Your	The person(s) shown in the **Schedule** attached to this policy.

Features & Benefits

This section sets out the specific incidents that are covered by this **Policy**. Each area of cover is explained clearly, including what is and isn't insured, along with any limits or conditions that apply.

Cover Type	Benefit
Excess Cover	During the P**eriod of Insurance**, the **Insurer** will cover the cost of an **Excess** on a **Motor Insurance Policy**. • Cover applies to the **Excess**, which is the amount **You** pay when making a claim. **You** will receive cover only if the total claim value is equal to or exceeds the **Excess** stated in the **Motor Insurance Policy**. • Reimbursement of the **Excess** will happen only after the claim is settled by the **Motor Insurer**. **You** must show proof of payment for the **Excess** or that it was deducted from the **Motor Insurer** claim payment. • The cover is limited to the **Benefit** level **You** chose at purchase, as noted on the policy **Schedule**. The **Benefit** applies collectively over any 12-month period.

Exclusions and Limitations

This insurance does not cover, and **We** will not make any payment for, any of the following:

Exclusion/Limitation	Details
Excess Not Covered	For any amount other than the stated **Excess** on **Your Motor Insurance Policy**.
Excess Already Waived or Reimbursed	Where **Your Motor Insurer** or any third party has **Waived or Reimbursed You** with regards to the **Excess** amount or where **You** are in the process of recovering the **Excess** in the form of damages from a third party.
Excluded Vehicle Use	For any motor **Excess** claim due to a vehicle being used in any sort of

	competitions or rallies, for hire or reward, delivery or courier purposes, or for driving tuition; used as taxis, or for racing, pace making, speed testing or in reliability trials.
Glass Repairs or Replacement	**We** will not cover claims just for repairing or replacing windscreens, windows, sunroofs, mirrors, or other vehicle glass. **Glass-Related Costs** **We** will not pay for costs related to glass fitting, seals, window mechanisms, or damage from attempts to repair glass.
Intoxication or Drugs	In respect of any **Incident** when the insured is intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner.
Invalid Carriages	For vehicles which are invalid carriages.
Vehicle Not Insured for Full Period	For any vehicle which is not covered by a **Motor Insurance Policy** for the full duration of the **Period of Insurance**.
Failure to Provide Information	If **You** or anyone acting on **Your** behalf fail to disclose any information requested during the **Proposal**.
Excess Waived by Motor Insurer or Third Party	In respect of any **Excess Waived or Reimbursed** by the **Motor Insurer** or any third party.
Proposal or Premium Not Received	If either the **Proposal** details or the premium are not received by the **Insurer**.
Incident Before Policy Start Date	Where the **Incident** occurred before the **Start Date** of insurance.
Claims Within First 14 Days	Made within the first 14 days immediately following the **Start Date** of insurance, unless this policy was taken out at the same time as **Your Motor Insurance Policy**, or this policy was purchased by **You** as a renewal.
Non-Approved Repairer Excess	For an additional **Excess** amount that **You** are required to pay due to **You** not using **Your Motor Insurer's** approved repairer.
Prior claims	**You** can't claim for anything that already happened or that **You** knew might happen before **Your** insurance started.

Other insurance	Any costs, which can be recovered by **You** under any other insurance, or which would have been covered if this insurance did not exist, except for any amount in **Excess** of that which would have been payable under such insurance(s). **We** will only pay **Our** share of any claim.
Territorial Limits	Any claim which occurs outside the United Kingdom (Northern Ireland, the Channel Islands and Isle of Man)
War risks	Any claim 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, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.
Radioactive contamination and pressure waves	Any claim, which arises from or is directly or indirectly caused by, contributed to, by 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; Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Eligibility

To ensure this Policy works for **You**, some requirements must be met before coverage starts. These eligibility conditions ensure the vehicle meets the **Insurer's** standards. They also confirm that your **Motor Insurance Policy** and the details in the **Proposal** are correct. **You** must meet all of the following criteria for cover under this policy to be valid.

• **Your Motor Insurance Policy** must be provided by a **Motor Insurer**, authorised by the Financial Conduct Authority (FCA).
• **You** must not be aware of any Incident likely to give rise to a claim under this policy prior to the **Start Date**.
• **You** must be permanently resident within the United Kingdom (Northern Ireland, the Channel Islands and Isle of Man).
• The vehicle must be covered by a **Motor Insurance Policy** for the entire **Period of Insurance**.
• The **Proposal** details and premium must have been received by the **Insurer**.

• **You** must have supplied accurate and complete answers to all questions asked by the **Insurer**, **Policy Administrator**, or **Policy Retailer** when applying for this policy.
• **You** must take reasonable care to ensure all information provided in the **Proposal** is true and correct.
• **You** must notify the **Insurer** of any changes to the information provided in the **Proposal**.
• **You** must not intend to use the vehicle for excluded purposes (competitions, rallies, hire, delivery, courier, driving tuition, taxi use, racing, pacemaking, speed testing or reliability trials).

Cost

The cost of the policy is shown in the **Schedule.**

The Most We Will Pay

The most **We** will pay for a claim is shown in the **Schedule.**

How To Make a Claim

If **You** need to make a claim **You** can do so online by going to:

https://www.ams-gap.com/claims-administration

You will need to provide the following information to the **Policy Administrator** so they can process **Your** claim:

- Evidence the **Excess** amount has been paid to **Your** Motor **Insurer**.
- Evidence that **Your** claim with **Your** main **Insurer** has been settled stating that **You** were at fault.
- **Your Motor Insurer's** Offer letter / email.
- Certificate of main insurance policy that **You** have paid the **Excess** on.
- The **Policy Administrator** may require further information / documents to progress the claim.

If **You** need to contact the **Policy Administrator** regarding **Your** claim:

- **Call AMS on:** 01869 232563
- **Email AMS at:** support@ams-gap.com
- **Write to AMS at:** AMS Insurance Services, 52 Camp Road, Upper Heyford, OX25 5HD.

On all correspondence, please tell **Us You** are insured by Financial & Legal Insurance Company Limited for Motor **Excess** Insurance and provide the unique policy number from **Your** policy **Schedule**. This will help **Us** to validate **Your policy** details and deal with **Your** claim as quickly as possible.

Fraud, Misrepresentation and Non-Disclosure

You must always provide honest and accurate information when buying this policy and when making a claim. If **You**, any person insured under this policy, or anyone acting on **Your** behalf:

- Conceals information, commits fraud or attempts fraud, or
- Makes a fraudulent, false or exaggerated claim, or
- Fails to answer **Our** questions honestly and accurately or does not tell **Us** about changes that affect **Your** cover.

Then:

- **Your** policy may be cancelled.
- **We** may reject **Your** claim and any future claims.
- **We** may keep any **Premium You** have paid.
- **We** may share information with other organisations to prevent fraud and involve the authorities for criminal proceedings.
- **We** may invalidate **Your** policy or reduce any payment due.

We will not pay any claim that is fraudulent, false or exaggerated.

Transferring Your Policy

You cannot transfer this policy to someone else without **Our** written consent.

Policy Cancellation

Within the 14-Day Cooling Off Period

You can cancel this insurance within 14 days without giving a reason. Just let **Us** know within this period. **You** will receive a full refund of all **Premiums** paid, as long as no claim has been made and **You** do not plan to make one.

After The 14-Day Cooling Off Period

To cancel **Your** policy after the cooling-off period, please contact **Us**. **You** may still cancel the policy, but no refund will be given.

Insurer Cancellation

We may cancel this policy by giving you 7 days' notice if there is a valid reason (for example, fraud or non-payment related to a claim). No refund of premium will be given. **We** will write to the address shown in **Our** records.

How to make a Complaint

Our aim is to always provide a first-class standard of service. If **You** feel that **You** have been let down and **You** wish to raise a complaint about the sale of this policy, please contact **Your Insurance Retailer**.

If **You** feel that **We** have let **You** down in any other way and **You** would like to make a complaint, please contact **Us** on one of the following methods:

- **Call on:** 0161 603 2230
- **Email at:** complaints@financialandlegal.co.uk
- **Write to:** The Compliance Department
  Financial & Legal Insurance Company Limited, 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GQ

Please include the reference number on **Your** policy **Schedule** in all correspondence.

Our colleagues will attempt to resolve **Your** complaint within 3 business days of receiving it. If **We** can, a summary resolution communication letter will be sent to **You**.

If **We** cannot resolve it within 3 business days, **We** will:

- Send **You** an acknowledgement of **Your** complaint.
- If the complaint remains unresolved after 4 weeks, **We** will write to **You** to provide an update on the situation.
- **We** will send **You** a final response letter within 8 weeks of receiving **Your** complaint.

If **You** are still not satisfied after receiving **Our** final response, **You** can contact the Financial Ombudsman Service:

- **Write to:** Exchange Tower, London, E14 9SR
- **Call on:** 0800 023 4567
- **Email at:** complaint.info@financial-ombudsman.org.uk
- **Website:** https://www.financial-ombudsman.org.uk

Using the Ombudsman service does not affect **Your** right to take legal action.

Law & Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Financial Services Compensation Scheme

Financial Services Compensation Scheme **We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** obligation to **You** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk

Data Protection Notice

Data Transfer Consent

By purchasing this insurance policy with Financial & Legal Insurance Company Limited, **You** have consented to the Use of **Your** data as described below**.**

How We use Your personal information

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** brokers, **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.

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@financialandlegal.co.uk. Alternatively, **You** can write to **Us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, 5400 Lakeside, Cheadle, SK8 3GQ.

Disclosure of Important Information

In accepting **Your** application for this insurance, **We** have relied on the information **You** have given **Us**. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out or make changes to **Your** policy. If the information provided by **You** is not complete and accurate, the extent of cover may be affected and **We**:

- may cancel **Your** policy and refuse to pay any claim;
- may not pay any claim in full.

If **You** become aware that any information **You** have given is incomplete or inaccurate, please contact AMS as soon as possible.
We will write to **You** if **We**:

- intend to cancel **Your** policy; or
- need to amend the terms of **Your** policy; or require **You** to pay more for **Your** insurance

Rights of Third Parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act. For **Your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her. However, the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see www.legislation.gov.uk or contact the Citizens Advice Bureau.