

# Kindertons Business Excess Protection Policy Summary

## Introduction

Thank you for choosing Business Excess Insurance. The information in this policy wording contains important information that sets out the terms and conditions of this policy. Please take time to read through it and contact Us if You need any further information. This policy is designed specifically for small businesses who have purchased a Commercial Insurance Policy from the Selling Broker.

## Regulatory Information

Kindertons Accident Management (FCA number 306969, which is authorised and regulated by the Financial Conduct Authority (or equivalent) to carry out general insurance mediation business activities in and from within the United Kingdom. Kindertons Accident Management deals with the selling broker in relation to this insurance. Astrenska Insurance Limited is authorised and regulated by the Financial Conduct Authority (FCA number 202846). You can check this on the FCA's register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

## Selling Broker

An FCA authorised intermediary, who is acting on behalf of the customer and able to advise upon, sell and administer general insurance products in the UK. Please check the **Policy Schedule** for details of the selling broker.

## Insurer

This insurance is arranged by **Strategic Insurance Services Limited** and is underwritten by **Astrenska Insurance Limited**. Registered in England No. **1708613**. Registered Office: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

## What Makes up this Policy?

This policy wording and the **Certificate of Insurance** must be read together as they form **Your** insurance contract.

## Insuring Clause

In consideration of payment of the premium, the insurer will compensate **You** against financial loss as described in and subject to the terms, conditions, limits and exclusions of this policy, occurring or arising during the **Period of Insurance** or any subsequent period for which the insurer agrees to accept a renewal premium.

## Insurance Act

Your policy is a contract of insurance between you and us and you have a duty to make to us a fair presentation of the risk in accordance with the law. Failure to provide a fair presentation in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

## Jurisdiction and Law

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

## Cooling Off Period

**Your Selling Broker** will refund **Your** premium in full if, within 14 days, **You** decide that it does not meet **Your** needs or that **You** do not want this policy, provided **You** have not reported a claim. The 14 day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the later. Once the 14 days has expired, **You** have the right to cancel this insurance, however, no refund of premium will be due to **You**.

If **You** wish to request a cancellation then please contact **Your** selling broker from whom **You** purchased this policy

## Our Right To Cancel

In addition to any rights set out elsewhere in this policy, including but not limited to Condition 10 (Fair Presentation of the Risk) and Condition 11 (Fraud), the **Insurer** 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 and will set out the reasons for cancellation. Valid reasons may include but are not limited to:

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

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## Definitions

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

**"Annual Aggregate Limit"** means the maximum amount payable in the **Period of Insurance** as shown in **Your Certificate of Insurance**.

**"Certificate of Insurance"** this forms part of this policy document and contains the name of the **Policyholder** and gives details of the cover provided by this policy.

**"Commercial Insurance Policy"** means any valid and in force insurance policy (excluding any motor insurance policy) that was sold to **You** by the **Selling Broker** where **Your** name on the **Commercial Insurance Policy** certificate of insurance matches **Your** name on the **Certificate of Insurance** for this Business Excess policy.

**"Excess"** means the amount **You** are responsible for/have to pay under the terms of **Your Commercial Insurance Policy**.

**"Imminent Claim"** means an **Incident** that could give rise to a claim under this policy that **You** are or were aware of prior to the inception date of this policy that was to be or had just been reported under **Your Commercial Insurance Policy**.

**"Incident"** means a valid claim occurrence under **Your Commercial Insurance Policy** during the **Period of Insurance**.

**"Commercial Insurer"** means a **Commercial Insurer** authorised in the UK.

**"Terrorism"** means any 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**"Waived or Reimbursed"** means where a third party has already made good the **Excess** shown in the schedule of **Your Commercial Insurance Policy**.

**"We/Us/Our"** means **Astrenska Insurance Limited**.

**"You/Your/Insured"** means the person, party, enterprise or business whose name appears at the top of **Your Certificate of Insurance**.

## Cover Provided

- Cover is provided for the **Excess** that **You** are responsible for following the successful settlement of a valid claim under **Your Commercial Insurance Policy** that was sold to **You** by the **Selling Broker**. **We** will reimburse any **Excess** payment for which **You** have been made liable up to the **Annual Aggregate Limit** insured under the policy.
- Cover will only operate when the **Excess of Your Commercial Insurance Policy** is exceeded and following the successful claim payment by **Your Commercial Insurer** under the terms of their policy with you.
- The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown in **Your Certificate of Insurance**. Once the **Annual Aggregate Limit** is exhausted this policy is automatically cancelled and **You** are then liable for all and any future **Excess** payments as defined in **Your Commercial Insurance Policy**.

## What is not covered (exclusions)

- Any claim that **Your Commercial Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
- Any claim that is refused under **Your Commercial Insurance Policy**.
- Payment in any **Period of Insurance** which exceeds the **Annual Aggregate Limit** as shown in **Your Certificate of Insurance**.
- Any claim under **Your Commercial Insurance Policy** which occurred prior to the **Period of Insurance** as shown on **Your Certificate of Insurance** or that **You** were aware was an **Imminent Claim**.
- Any claim notified to **Us** more than 31 days following the successful settlement of **Your** claim under **Your Commercial Insurance Policy**.
- Any contribution or deduction from the settlement of **Your** claim against **Your Commercial Insurance Policy** other than the stated policy **Excess** for which **You** have been made liable.
- Any claim that has been **Waived or Reimbursed**.
- Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
- Any claim arising from an insurance policy not sold to **You** by the **Selling Broker**.
- Any claim resulting from war and/or **Terrorism**.
- Any claim resulting from:
  - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
  - radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.
- Any claim where the **Incident** occurred outside of the United Kingdom (England, Wales, Northern Ireland, Scotland, Channel Islands and the Isle of Man).
- Any claim against a motor insurance policy, commercial vehicle insurance policy, motor trade road risk policy or fleet insurance policy.

## Conditions Applicable

- Your** Business Excess Protection Insurance Policy will continue to respond for the **Period of Insurance** or until **Your Annual Aggregate Limit** is exhausted; whichever comes first.
- Your Commercial Insurance Policy** must be maintained, current and valid.
- The **Insured** must match the name of the individual stated on **Your Commercial Insurance Policy**.
- 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.
- 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** proportionate share of the claim.
- You** must take reasonable steps to safeguard against loss or additional exposure to loss.
- We** will only give **You** the cover that is described in this policy if **You** have complied with the terms and conditions under **Your Commercial Insurance Policy** and all the terms and conditions of this insurance policy, as far as they apply.
- This insurance is only valid if **You** are a permanent resident of the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
- We** have the right to approach any third party in relation to **Your** claim.
- Fair presentation of risk

**You** must make a fair presentation of the risk which you wish to insure with us. This condition applies before both the start and renewal of your policy, and also if any changes are required during the **Period of Insurance**.

If you do not make a fair presentation we may take the following action:

- If the failure was deliberate or reckless:
  - we can treat your policy as if it never existed and keep the premium; or
- If the failure was not deliberate or reckless and
  - a) we would not have provided cover had you made a fair presentation:
    - we can treat your policy as if it never existed and return your premium;
  - or
  - b) we would have issued cover on different terms had you made a fair presentation:
    - we can reduce any claims payment by the proportion that the correct premium had been underpaid and/or apply any additional terms that we would have imposed had you made a fair presentation of the risk

These entitlements will apply either from the start of the policy, the date of variation, or from the date of renewal, depending on the nature and timing of the misrepresentation.

- Fraud
  - If you or anyone acting on your behalf knowingly
    - 1) makes a fraudulent or exaggerated claim under your policy;
    - 2) makes a false statement in support of a claim (whether or not the claim itself is genuine);
    - 3) submits a false or forged document in support of a claim (whether or not the claim itself is genuine); or
    - 4) fails to tell us information which would otherwise allow us to refuse to pay a claim under your policy
  - We** will
    - a) refuse to pay the claim;
    - b) claim back from you any payment that we have made; and
    - c) treat your policy as if it never existed from the date of the fraudulent act, without any refund of premiums.
  - We** may also inform the police of the circumstances.
- Changes in risk

**You** must tell us straight away if anything you have already told us changes or if there is any new information that increases the risk of any loss insured under your policy.

**We** do not have to accept any request to make changes to your policy and your policy will come to an end from the date of the change unless we agree in writing to accept an alteration. If we accept any alteration to your policy, an increase in the premium or different terms or conditions of cover may be required by us.

## How to make a claim

Your claim will be handled on the insurer's behalf by ClaimEz. ClaimEz is an online web based system managed by Strategic Insurance Services Limited (SISL) who, whilst handling claims, is acting as an agent of the insurer.

The claim process has been specifically designed to make it as quick and efficient as possible to process and handle **Your** claim. **You** will be asked to provide **Your** scheme code which is 20328.

If **You** have access to the internet:

Visit **Our** claims website: [www.claimEZ.com](http://www.claimEZ.com) where **You** will be able to register **Your** claim, enter all the necessary details and upload the documents that will be specified to **You**. **Our** internet solution is the quickest and easiest way to submit **Your** claim to **Us**.

If **You** do not have access to the internet:

Please call ClaimEz on 0203 503 0500 to notify **Us** of **Your** claim. Some initial details will be taken and **You** will then be sent a claim form by post to complete and return to **Us** along with supporting documentation that will be specified to **You**. When calling **Us**, please have **Your** policy number to hand. Please note that a postal claim may take significantly longer to settle than an online claim; especially if **We** need to write to **You** to request additional information.

Failure to follow these steps may delay or jeopardise the payment of **Your** claim.

**ClaimEz** are an insurers agent and in the matters of a claim act on behalf of the insurer.

## 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, **You** should address **Your** enquiry/complaint to:

### For sales complaints:

Your selling broker

### For claim complaints:

The Customer Care Manager  
ClaimEz (SIS)  
PO Box 70931  
London  
SW20 2EE  
[customer-care@claimEZ.com](mailto:customer-care@claimEZ.com)

Please provide full details of **Your** policy and in particular **Your** policy/claim number to help **Your** enquiry to be dealt with speedily.

If **Your** complaint about the sale of the policy or a claim on **Your** policy cannot be resolved by the end of the next working day, Kindertons or ClaimEz will pass it to:

Astrenska Insurance Limited,  
Quality Department,  
Sussex House,  
Perrymount Road,  
Haywards Heath,  
West Sussex,  
RH16 1DN

If **Your** complaint is not resolved within 8 weeks or **You** are not satisfied with the outcome **You** may be able to refer the complaint to the Financial Ombudsman Service (Ombudsman): -

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9GE  
T: 0300 123 9123  
E: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
W: [www.financial-ombudsman.org.uk](http://www.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 authority Trading Standards Service or Citizens Advice Bureau.

## Compensation Scheme

**Astrenska Insurance Limited** is 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 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](http://www.fscs.org.uk).

## How we use the information about you

As a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to you;
- issue you this insurance policy;
- deal with any claims or requests for assistance that you may have
- service your policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed.

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure.

We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

## Processing your data

Your data will generally be processed on the basis that:

- it is necessary for the performance of the contract that we have with you;
- is in the public or your vital interest; or
- for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

## How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

## How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

Sussex House  
Perrymount Road  
Haywards Heath  
Sussex  
RH16 1DN

Email address: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>

## Financial Crime Policy Statement

**We** will not provide any cover or be liable to provide any payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance** **We** may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the **Certificate of Insurance**. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.