

Kindertons Motor Fleet Excess Protection

Introduction

Thank you for choosing Motor Fleet Excess 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 authorised / Named Drivers as per the main Motor Fleet Insurance Policy.

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.

Marketing Intermediary

Strategic Insurance Services Limited (FCA number 307133, 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. **Strategic Insurance Services Limited** deals with the selling broker in relation to this insurance.

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 Policy Schedule must be read together as they form the insurance contract.

Insuring Clause

In consideration of payment of the premium, the insurer will indemnify or otherwise compensate the Insured 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.

Cooling off Period

Your selling broker will refund the Insured's premium in full if, within 14 days, they decide that it does not meet their needs or that they do not want this policy, provided that a claim has not been reported. 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, the **Insured** has the right to cancel this insurance; however, **no** refund of premium will be due.

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

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.

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 the **Insured's Policy Schedule**.

“**Excess**” means the amount the Insured is responsible for/has to pay under the terms of the **Insured's Motor Fleet Insurance Policy**.

“**Imminent Claim**” means an **Incident** that could give rise to a claim under this policy that the **Insured** is or was aware of prior to the inception date of this policy that was to be or had just been reported under the **Insured's Motor Fleet Insurance Policy**.

“**Incident**” means a claim occurrence under the **Insured's Motor Fleet Insurance Policy** during the **Period of Insurance**.

“**Insured/You/Your**” means the party referred to in the **Policy Schedule** and whose name also appears on the **Motor Fleet Insurance Policy**.

“**Motor Fleet Insurance Policy**” means the insurance policy issued by a **Motor Insurer** in respect of the **Insured's Motor Vehicle(s)**.

“**Motor Insurer**” means an authorised **UK Motor Insurer**.

“**Motor Vehicle(s)**” means a

- A. BUSINESS CAR (not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers that is used for personal and/or commercial business.
- B. COMMERCIAL VEHICLE not exceeding 44 metric tonnes being used for transporting goods &/ or persons.

“**Named Driver(s)**” means drivers who are permitted by the Insured to drive under the terms of their **Motor Fleet Insurance Policy**.

“**Period of Insurance**” means the period for which **We** have accepted the premium as stated in the **Policy Schedule**.

“**Policy Schedule**” - this forms part of this policy document and contains the name of the Insured and gives details of the cover provided by this policy.

“**Waived or Reimbursed**” means where a third party has already made good the **Excess** shown in the schedule of the **Insured's Motor Fleet Insurance Policy**.

“**We/Us/Our**” means **Astrenska Insurance Limited**. Registered in England No. 1708613. Registered Office: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

Cover Provided

1. Cover is provided for the **Excess** that the **Insured** is responsible for following the successful settlement of any loss, destruction or damage claim for the **Insured's Motor Vehicle(s)** under the **Insured's Motor Fleet Insurance Policy** in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. Where the Insured was at fault the claim will be settled when ClaimEz is in receipt of the settlement letter from the **Insured's Motor Insurer**. For claims where the Insured is deemed either partially at fault or not at fault if the Insured's **Excess** is not recovered from the third party within 6 months from the date of **Incident We** will reimburse any **Excess** payment for which the Insured has been made liable up to the **Annual Aggregate Limit** insured under the policy.
2. Cover will only operate when the **Excess of the Motor Fleet Insurance Policy** is exceeded and following the successful claim payment.
3. The maximum amount payable for any one claim under this policy will be the amount of the **Excess on the Insured's Motor Fleet Insurance Policy** or £1,000 whichever the lesser subject to the **Annual Aggregate Limit**.
4. The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown in the **Insured's Policy Schedule**. Once the **Annual Aggregate Limit** is exhausted this policy is automatically cancelled and the **Insured** is then liable for all and any future **Excess** payments as defined in the **Insured's Motor Fleet Insurance Policy**.

What is not Covered (Exclusions)

1. Any claim that the **Motor Fleet Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
2. Any claim that is refused under the **Motor Fleet Insurance Policy**.
3. Any claim where the **Motor Vehicle** is being used
 - a) in any competition, trial, performance test, race or trial of speed, including off-road events, whether between motor vehicles or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event,
 - b) for any purpose in connection with the motor trade.
4. Any claim under the **Motor Fleet Insurance Policy** which occurred prior to the **Period of Insurance** as shown on the **Insured's Policy Schedule** that the **Insured** was aware was an **Imminent Claim**.
5. Any claim notified to **Us** more than 31 days following the successful settlement of the **Insured's** claim under the **Motor Fleet Insurance Policy**.
6. Any contribution or deduction from the settlement of the **Insured's** claim against the **Motor Fleet Insurance Policy** other than the stated policy **Excess** for which the Insured has been made liable.
7. Any claim that has been **Waived or Reimbursed**.
8. Any liability that the **Insured** accepts by agreement or contract, unless they would have been liable anyway.
9. Any claim arising from glass repair or replacement.
10. Any claim arising from breakdown or mis-fuel.
11. If the number of **Motor Vehicles** covered under the **Motor Fleet Insurance Policy** at inception exceeds that allowed for the chosen **Annual Aggregate Limit**.
12. Any claim resulting from war and/or terrorism.
13. 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.
14. High performance vehicles unless such vehicles represent only an incidental part of the **Motor Fleet Insurance Policy**.

Conditions Applicable

1. This Motor Fleet Excess Insurance Policy will continue to respond for the **Period of Insurance** or until the **Annual Aggregate Limit** is exhausted; whichever comes first.
2. The **Motor Fleet Insurance Policy** must be maintained, current and valid.
3. The **Insured** stated on the **Policy Schedule** must match the **Insured** on the **Motor Fleet Insurance Policy**.
4. All **Motor Vehicle(s)** that exceed an unloaded weight of 3.5 metric tonnes must be owned, hired or leased by the Insured.
5. In the event that any misrepresentation or concealment is made by the **Insured** or on the **Insured's** behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.
6. Right of Recovery - **We** can take proceedings in the **Insured's** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this policy.
7. Other Insurance - If the **Insured** was 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.
8. The **Insured** and any **Named Drivers** must take reasonable steps to safeguard against loss or additional exposure to loss.
9. We will only give the **Insured** the cover that is described in this policy if any party claiming cover has complied with the terms and conditions under the **Motor Fleet Insurance Policy** and all the terms and conditions of this insurance policy, as far as they apply.
10. If the **Insured** or anyone on the **Insured's** behalf make a claim under this policy that is found to be false or fraudulent in any way, the policy is void and any claim will not be paid.
11. All **Named Drivers** must have a current full and valid UK driving license, or hold a full internationally recognised license.
12. We have the right to approach any third party in relation to the **Insured's** claim.

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 20327.

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

Visit **Our** claims website: www.clamez.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.

Complaints Procedure

We do everything possible to make sure that the Insured receives a high standard of service. If the Insured is not satisfied with the service received, they should address their enquiry/complaint to:

For sales complaints:
Please contact your selling broker.

For claim complaints:
The Customer Care Manager
ClaimEz (SIS)
PO Box 70931
London
SW20 2EE
customercare@claimez.com

Please provide full details of the policy and in particular the Insured's policy/claim number to help the 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, your selling broker or ClaimEz will pass it to:

Astrenska Insurance Limited
Cutlers Exchange
123 Houndsditch
London
EC3A 7BU

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
W: 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.

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

E: 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 indemnity, 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 **Policy Schedule**. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.