

# Kindertons Motor Trade Excess Protection Policy Summary

## Introduction

Thank you for choosing **Our** Motor Trade Excess Reimbursement Insurance Policy. The information in this policy wording contains important information and **We** have tried to make it as easy as possible to understand. Please take time to read through it and contact **Us** if **You** need any further information.

## 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 policy has been 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.

## 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.

## Cancelling This Policy

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 they 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, the **Insured** has the right to cancel this insurance, however, no refund of premium will be due.

If the **Insured** wishes to request a cancellation then please contact their selling broker from whom they 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.

## Our Right to Cancel

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. Valid reasons may include but are not limited to:

- Fraud
- 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

*This is the section 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"** - The maximum amount payable in the **Period of Insurance** as shown in the **Insured's Policy Schedule**.

**"Excess"** - The amount the **Insured** is responsible for/has to pay under the terms of the **Insured's Motor Trade Road Risks Insurance Policy**.

**"Imminent Claim"** - 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 Trade Road Risks Insurance Policy**.

**"Incident"** - A claim occurrence under the **Insured's Motor Trade Road Risks Insurance Policy** during the **Period of Insurance**.

**"Insured/You/Your/They/Their"** - The party referred to on the **Policy Schedule** and whose name also appears on the **Motor Trade Road Risks Insurance Policy**.

**"Motor Trade Road Risks Insurance Policy"** - The road risks section of a motor trade policy that covers losses and/or damage to **Motor Vehicles** incurred as a result of traffic accidents and/or against liability that could be incurred to a third party **Motor Vehicle** insurance policy issued by a **Motor Trade Insurer** to the **Insured** in respect of the **Insured's Motor Trader** business arranged by the selling broker as specified on **Your Policy Schedule**.

**"Motor Trade Insurer"** - An authorised UK **Motor Trade Insurer**.

**"Motor Trader"** - A person or persons who actively operate a formal business on a full or part-time basis for profit, either selling **Motor Vehicles** or providing a service relating to repair or maintenance of Motor Vehicles.

## "Motor Vehicle(s)"

- 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.
- COMMERCIAL VEHICLE not exceeding an unloaded weight of 7.5 metric tonnes being used for transporting goods.
- PRIVATE MOTOR (also called a car but not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers.

**"Named Driver(s)"** - The drivers who are permitted by the **Insured** to drive under the terms of their **Motor Trade Insurance Policy**.

**"Period of Insurance"** - 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.

**"Terrorism"** - 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"** - A claim where a third party has already made good the **Excess** shown in the schedule of the **Insured's Motor Trade Road Risks Insurance Policy**.

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

## Cover Provided

- Cover is provided for the **Excess** that the **Insured** is responsible for following the successful settlement of any loss, destruction or damage claim for any **Motor Vehicle** under the **Insured's Motor Trade Road Risks 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 Trade 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** covered under the policy.
- Cover will only operate when the **Excess** of the **Insured's Motor Trade Road Risks Insurance Policy** is exceeded and following the successful claim payment.
- The maximum amount payable for any one claim under this policy will be the amount of the **Excess** on the **Insured's Motor Trade Road Risks Insurance Policy** or £1,000 whichever the lesser subject to the **Annual Aggregate Limit**.
- 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 Trade Road Risks Insurance Policy**.

## What is not Covered (Exclusions)

- Any claim that **Your Motor Trade Road Risks Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
- Any claim that is refused under **Your Motor Trade Road Risks Insurance Policy**.
- Any claim where the **Motor Vehicle** is being used
  - primarily as a taxi or courier vehicle at the time of the **Incident**
  - in any competition, trial, performance test, race or trial of speed, including off-road events, whether between motor vehicle(s) 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,
- Any claim under the **Motor Trade Road Risks 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**.
- Any claim notified to **Us** more than 31 days following the successful settlement of the **Insured's** claim under the **Motor Trade Road Risks Insurance Policy**.
- Any contribution or deduction from the settlement of the **Insured's** claim against the **Insured's Motor Trade Road Risks Insurance Policy** other than the stated policy **Excess**, for which the **Insured** has been made liable.
- Any claim that has been **Waived or Reimbursed**.
- Any liability that the **Insured** accepts by agreement or contract, unless **They** would have been liable anyway.
- Any claim arising from glass repair or replacement.
- Any claim arising from breakdown, mis-fuel.
- Any claim arising from the commercial combined aspect of the **Motor Trade Road Risks Insurance Policy**.
- If the number of **Motor Vehicles** covered under the **Motor Trade Road Risks Insurance Policy** at inception exceeds that allowed for the chosen **Annual Aggregate Limit**.
- High performance vehicles and motorcycles.
- 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.

## Conditions Applicable

- This Motor Trade Excess Insurance Policy will continue to respond for the **Period of Insurance** or until the **Annual Aggregate Limit** is exhausted; whichever comes first.
- The **Motor Trade Road Risks Insurance Policy** must be maintained, current and valid.
- The **Insured** stated on the **Policy Schedule** must match the **Insured** on the **Motor Trade Road Risks Insurance Policy**.
- All **Motor Vehicle(s)** that exceed an unloaded weight of 3.5 metric tonnes must be owned, hired or leased by the **Insured**.
- 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.
- 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.
- 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.
- The **Insured** and any **Named Drivers** must take reasonable steps to safeguard against loss or additional exposure to loss.
- 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 Trade Road Risks Insurance Policy** and all the terms and conditions of this insurance policy, as far as they apply.
- 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.
- This **Motor Trade Excess Insurance Policy** only covers **Named Drivers** who are duly authorised to drive and as provided for under the **Insured's Motor Trade Road Risks Insurance Policy**.
- The **Insured** should be a company located in the United Kingdom.
- We** have the right to approach any third party in relations to the **Insured's** claim.
- All **Named Drivers** must have a current and full UK driving license, or hold a full and valid European Economic Area (EEA) licence.

## 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 20330.

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 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  
[customer-care@claimEZ.com](mailto:customer-care@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 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 €2million and fewer than ten staff. **You** may contact the financial Ombudsman Service at:

The Financial Ombudsman's Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
0800 023 4567  
[Complaint.info@financial-ombudsman.org.uk](mailto: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 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 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.