

Commercial Business Excess Insurance

Introduction

Thank you for choosing Commercial Business Excess Protection 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.

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 **Certificate of Insurance** for details of the selling broker.

Marketing Intermediary

Kindertons Limited (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 Limited deals only with the selling broker in relation to this insurance.

Insurer

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Claims are administered via an online web based system (ClaimEz) managed by Strategic Insurance Services Limited (SISL) authorised and regulated by the Financial Conduct Authority (FCA). FCA Firm reference Number is 307133. Registered Office: 36-38 Botolph Lane, London EC3R 8DE, United Kingdom. Postal Address: PO Box 70931, London, SW20 2EE, United Kingdom.

What Makes up this Policy?

This policy wording and the **Certificate of Insurance** 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

Kindertons Limited 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.

Jurisdiction and Law

This insurance policy 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 Certificate of Insurance**.

"Business Premises" means the address of the **Insured's** place of business matching that covered by the **Commercial Business Insurance Policy**.

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

"Commercial Business Insurance Policy" means the insurance policy issued by an authorised UK Insurer in respect of the **Insured's Business Premises**.

"Excess" means the amount the **Insured** is responsible for/has to pay under the terms of their **Commercial Business 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 Commercial Business Insurance Policy**.

"Insured" means the company whose name appears at the top of the **Insured's Certificate of Insurance** and whose name also appears on the **Commercial Business Insurance Policy**.

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

"Insurer" means an authorised and regulated UK Insurer.

"Period of Insurance" means the period for which **We** have accepted the premium as stated in the **Insured's Certificate of Insurance** document.

"Waived or Reimbursed" means a claim where a third party has already made good the first amount of any claim on the **Insured's Commercial Business Insurance Policy**.

"We/Us/Our" means AmTrust Europe Limited

"Waiting Period" means the first 30 days of this policy. The **Waiting Period** will not apply if this policy is a renewal with AmTrust Europe Limited or has been purchased within 14 days of the **Commercial Business Insurance Policy**

Cover Provided

- Cover is provided for the **Excess** that the **Insured** is responsible for following the successful settlement of any claim under the **Insured's Commercial Business Insurance Policy**. We will only provide cover for claims that occur under the following sections of the policy: business interruption, fire, flood, public or products liability, theft and vandalism.
- Cover will only operate when the **Excess** of the **Commercial Business Insurance Policy** is exceeded and following the successful claim payment.
- The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown on the **Certificate of Insurance**. 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 Commercial Business Insurance Policy**.

What is not Covered (Exclusions)

- Any claim that the **Commercial Business Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
- Any claim that is refused under the **Commercial Business Insurance Policy**.
- Any claim under the **Commercial Business Insurance Policy** which occurred prior to the **Period of Insurance** as shown on the **Certificate of Insurance** that the **Insured** was aware of as an **Imminent Claim**.
- Any claim notified to **Us** more than 31 days following the successful settlement of the **Insured's** claim under the **Commercial Business Insurance Policy**.
- Any contribution or deduction from the settlement of the **Insured's** claim against the **Commercial Business 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 where the **Insured** operates more than three **Business Premises** unless a further policy is purchased for each additional three locations.
- Any claim in respect of Directors and Officers Liability, Professional Indemnity, Legal Expenses, Motor Vehicle or any other additional cover that may be included on the **Insured's** main policy.
- Any claim where the **Incident** occurs outside of the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
- 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 Commercial Business Excess Insurance policy will continue to respond for the **Period of Insurance** or until the chosen **Annual Aggregate Limit** is exhausted; whichever comes first.
- The **Commercial Business Insurance Policy** must be maintained, current and valid.
- The **Insured** stated on the **Certificate of Insurance** must match the **Insured** on the **Commercial Business Insurance Policy**.
- 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** 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 **Commercial Business 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.
- 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. The process has been designed specifically to enable the process and handling of **Your** claim to be as quick and efficient as possible.

You will be asked to provide **Your** scheme code which is 20212.

Via the Internet:

Our internet solution allows **You** to enter all the necessary details and upload the documents that **We** require to settle **Your** claim.

Visit **Our** claims web site: <https://www.claimEZ.com> where **You** will be able register **Your** claim online.

Or

By Phone:

Please call ClaimEz on 0203 503 0500 to notify **Your** claim. **You** will be sent a claim form to complete and will be asked to return it along with supporting documentation that will be specified to **You**.

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 sale complaints:

Kindertons Limited
Kindertons House
Marshfield Bank
Crewe
Cheshire
CW2 8UY

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 the complaint is not resolved the **Insured** may be able to refer the complaint to the Financial Ombudsman Service (Ombudsman): -

The Financial Ombudsman's Service,
Financial Ombudsman Service
Exchange Tower
London
E14 9SR
0800 023 4567
Complaint.info@financial-ombudsman.org.uk

These procedures do not affect the **Insured's** right to take legal action.

Compensation Scheme

You may be entitled to compensation from the scheme if AmTrust Europe Limited cannot meet its obligations. Most insurance contracts are covered for 90% of the claim, without any upper limit. AmTrust Europe Limited is a member of the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Data Protection

We may store, use and process **Your** personal information in order to administer **Your** policy and provide **You** with **Our** services; identify other products and services that might be suitable for **You**; renew **Your** policy with **Us** and keep **Our** records about **You** up to date. **We** may also use the information to prevent and detect fraud and/or money laundering or similar activity. **We** will use **Your** information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers.

Under the Data Protection Act 1998 **You** are entitled to a copy of the information **We** hold about **You** on request, upon payment of the relevant fee. Please let **Us** know if **You** think any information **We** hold about **You** is inaccurate so that **We** can correct it. The information **We** hold about **You** is confidential. **We** may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom **We** pass it provides an adequate level of protection, however, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

We may monitor and record phone calls to help maintain **Our** quality standards and for security purposes.

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.