

# Commercial Business Excess Insurance Policy Summary

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Some important facts about the insurance are summarised below. This summary does not form part of the contract and does not describe all the terms and conditions of the policy, so please take time to read the policy document to make sure **You** understand the cover it provides. A copy of the full policy documentation is available on request if it is not provided with this summary.

## 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](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.

## Marketing Intermediary

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

## 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.

## Monetary limits

**We** can insure the **Insured** up to the amount of the sum insured as specified on the **Insured's Policy Schedule** document.

## 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**.

## 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.

## 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 was 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.

9. 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.

10. Any claim where the **Incident** occurs outside of the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).

11. Any claim resulting from war and/or terrorism.

12. 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.

## Claims

**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 201212.

## 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](mailto: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](mailto:Complaint.info@financial-ombudsman.org.uk)

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