

Business Excess Reimbursement

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 with an annual turnover of less than £1million who have also purchased a Commercial Insurance Policy from the Selling Broker.

SELLING BROKER

An intermediary authorised and regulated by the Financial Conduct Authority, 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

Strategic Insurance Services Limited (FCA number **307133**), which is authorised and regulated by the Financial Conduct Authority 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**. Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No. **202846**. 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

This is a contract of insurance between **You** and the **Insurer**. 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.

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:

- 1) If the failure was deliberate or reckless:
 - we can treat your policy as if it never existed and keep the premium;or
- 2) 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

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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.

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.

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 Fair Presentation of Risk and Condition 10 (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:

- a) Non-payment of premium
- b) Threatening and abusive behaviour
- c) 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.

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“**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 ethic 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/Insurer**” 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

1. 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.
2. 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.
3. 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)

1. Any claim that **Your Commercial Insurance Policy** does not respond to or the **Excess** there under is not exceeded.
2. Any claim that is refused under **Your Commercial Insurance Policy**.
3. Payment in any **Period of Insurance** which exceeds the **Annual Aggregate Limit** as shown in **Your Certificate of Insurance**.
4. 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**.

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5. Any claim notified to **Us** more than 31 days following the successful settlement of **Your** claim under **Your Commercial Insurance Policy**.
6. 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.
7. Any claim that has been **Waived or Reimbursed**.
8. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
9. Any claim where **Your** annual turnover exceeds £1,000,000.
10. Any claim arising from an insurance policy not sold to **You** by the **Selling Broker**.
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.
13. Any claim where the **Incident** occurred outside of the United Kingdom (England, Wales, Northern Ireland, Scotland, Channel Islands and the Isle of Man).
14. Any claim against a motor insurance policy, commercial vehicle insurance policy, motor trade road risk policy or fleet insurance policy.

CONDITIONS APPLICABLE

1. **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.
2. **Your Commercial Insurance Policy** must be maintained, current and valid.
3. The **Insured** must match the name of the individual stated on **Your Commercial Insurance Policy**.
4. 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.
5. 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.
6. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
7. **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.
8. 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).
9. **We** have the right to approach any third party in relation to **Your** claim.
10. If any claim under this Policy is in any respect fraudulent or unfounded, all benefit paid and/or payable in relation to that fraudulent claim shall be forfeited and recoverable. **We** shall not be

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liable to **you** in respect of a relevant claim occurring after the time of the fraudulent act. For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to claims occurring before the time of the fraudulent act are unaffected; and

- **We** need not return any Premiums paid
- **We** may share information about the circumstances with other organisations, public bodies, authorities and law enforcement agencies for criminal investigation

HOW TO MAKE A CLAIM

Your claim will be handled on the insurer's behalf by Davies Group Limited.

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

Visit **Our** claims website: www.excessprotectionclaims.davies-group.com where **You** will be able to register **Your** claim. **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 Davies Group Limited on 0344 856 2359 to notify **Us** of **Your** claim. 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 **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:

Please contact your selling Broker.

For claim complaints:

Please call 0344 856 2015
or alternatively email
customer.care@davies-group.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 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.

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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.

DATA PROTECTION

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.

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy

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.

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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 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.