



Tradesman Excess Protection Policy Wording

Version: V2MAY2018 – Commercial Combined Excess Policy Wording – Scheme Code: 10338

COMMERCIAL COMBINED EXCESS INSURANCE

POLICY WORDING

Section 1: Policy Structure

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. It explains what is covered and what is not covered. There are also exclusions and conditions that **you** must follow for the policy to work. The cover **you** hold is set out in the accompanying **certificate of insurance**.

This policy is provided on behalf of Sparta. Sparta Insurance Services Group Limited an appointed representative of Novitas Underwriting Agency Limited, a private company with registered number 03106533 whose registered office is 167 Turners Hill, Cheshunt, Herts, EN8 9BH and is registered as an insurance intermediary with the Financial Conduct Authority number 307931 (the "Principal Coverholder").

Insurer

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from **us** on request. Our FCA Register number is 202664. **You** can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

What makes up this policy?

These commercial combined **excess** insurance **policy** terms and conditions and **your certificate of insurance** form **your** insurance contract.

Cooling off period

If **you** find that this cover does not meet **your** needs, please contact **your** supplying broker within 14 days of receiving this document and **we** will cancel this policy. **You** will receive a refund of **your** premium provided **you** have not made any claims.

If **you** cancel the policy outside the 14 day period **you** will receive a refund of your premium proportionate to the amount of time left to run on the policy, less an administrative charge of £20 provided **you** have not made any claims.

We may cancel this policy by giving **you** at least 14 days notice at **your** last known address. We may cancel this policy with immediate effect if:

- You make or try to make a fraudulent claim under your policy
- You are threatening or abusive to our staff
- You repeatedly or seriously break the terms of this policy

If **we** cancel the policy, **we** will refund the premium paid for the remainder of the current **period of insurance**, unless a claim has been made. **We** reserve the right to refuse renewal of any individual policy.

Jurisdiction and law

This commercial combined **excess** insurance **policy** is governed by the laws of England and Wales.

Demands and needs

This commercial combined **excess** insurance **policy** meets the demands and needs of a **policy holder** seeking to protect the **excess** they are liable for following a successful claim under their **main insurance policy**.

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Definitions

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings:

Annual aggregate limit means the total amount **you** have bought under **your** commercial combined **excess** insurance **policy** as stated in **your certificate of insurance**.

Business premises means the address of the **insured's** place of business matching that covered by the **Commercial Insurance**.

Commercial Insurance is the insurance policy issued by an authorised UK **Insurer** in respect of the **Insured's** business. The policy number of the **Commercial Insurance** will be shown on the policy schedule.

Excess means the amount you must pay towards any claim under **your Commercial Insurance policy**. The **excess** is the first part of any payment of a claim. Payment of the excess will not include any administration or other fees which you may be charged by your insurer under the primary policy. Such fees are not recoverable under your excess policy. **Insurer** means an authorised UK Insurer.

Period of insurance means the period of time which this commercial combined **excess** insurance **policy** applies to and that is shown on **your certificate of insurance**.

Settled claim means a valid claim paid under **your Commercial Insurance policy**.

We/Us/Our means Inter Partner Assistance (the insurer) and AXA Assistance (UK) Ltd (the administrators of this policy) both of The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK, RH1 1PR.

You, Your, Insured is the party referred to at the top of the policy schedule and who's name also appears on the **Commercial Insurance** certificate of insurance. The person or company shown as the **Insured** on the policy schedule.

What is covered

We will pay **You** an amount equal to the **Excess** in relation to each **Settled Claim** on **Your Commercial Insurance Policy** up to **Your Annual Aggregate Limit**. The maximum amount payable under this **Policy**, with the level of coverage (which is subject to the appropriate premium having been paid), is the amount the **Insured** would have to pay, which is the first amount of any claim, shown in the schedule of the **Insured's Commercial Insurance**. Only when the **Excess** of the current and valid **Commercial Insurance** is exceeded will this **Policy** respond to its full value. There are various levels of cover available, please refer to **Your** policy schedule for **Your Annual Aggregate Limit**.

You are eligible for cover if:

- **Your** main place of business is in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man); and
- With a valid **Commercial Insurance** in force.
- Where the turnover of the **Business Premises** covered under this **Policy** (up to a maximum of three **Business Premises**) is less than £75,000,000 per location.

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General conditions

The following general conditions apply to the whole of this Commercial Combined **Excess** Insurance **Policy**. These describe **Your** responsibilities, general information and the procedures that apply in certain situations

You must comply with the following conditions to have the full protection of **Your Policy**.

- This **Policy** will continue to respond for the **Period of Insurance** or until the chosen **Annual Aggregate Limit** on this **Policy** is exhausted; whichever comes first.
- 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** share of the claim.
- The **Commercial Insurance** in force must be a current and valid insurance policy that is provided by an FCA regulated and authorised UK **Insurer**.
- The **Insured** as stated on the policy schedule must match the lead name of the **Insured** on the main **Commercial Insurance** that has responded and to which this **Policy** will respond to the amount of the **Excess**.
- Only when the **Excess** of the current and valid main **Commercial Insurance** is exceeded and following a successful claim payment will this **Policy** respond.
- In the event that any misrepresentation or concealment is made by the **Insured** or on the **Insured's** behalf in obtaining this **Policy** or in support of any claim under this **Policy**, then the **Policy** is voided and no refund of premium will be given.
- This **Policy** will only respond to the **Commercial Insurance** shown on the policy schedule as identified by the name of the **Insured**; the **Business Premises** address, as shown on the policy schedule; and the **Commercial Insurance** policy number.
- Any **Excess**, up to the **Annual Aggregate Limit**, incurred under the following sections, or the equivalent of, the **Commercial Insurance** are covered:
 - Material Damage
 - Business Interruption
 - Employers Liability
 - Public Liability
 - Product Liability
 - Errors and Omissions
 - Contract Works
- This **Policy** will only cover any **Excess** paid (up to the **Annual Aggregate Limit** and during the **Period of Insurance**) as a result of a claim for one of the **Insured's Business Premises**. Each **Policy** shall cover a maximum of three **Business Premises**. Should the **Insured** have more than three **Business Premises** then a further **Policy** shall be required for every three additional locations.
- **You** must comply with the following conditions to have the full protection of **Your Policy**.

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Conditions applicable:

Change of ownership	This Policy is non-transferable.
Keeping to the terms of this policy	We will only give You the cover that is described in this Policy if any person claiming cover has met with all the terms of the Excess Protection insurance Policy , as far as they apply.
Fraud	If a claim is fraudulent in any respect or if fraudulent means are used by You , or by anyone acting on Your behalf to obtain any benefit under this Policy , all benefit under this Policy shall be forfeited in respect of that claim. In such circumstances We will cancel coverage under this Policy and We will not return any premium.
Misrepresentation	This Policy shall be voidable at Our discretion in the event of misrepresentation or non-disclosure by You of any facts relevant to a decision by the Insurer on whether or not You should be Insured .
Reasonable precautions	You must take reasonable steps to safeguard against loss or additional exposure to loss.
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 .

What is not covered (Exclusions)

1. Any claim that **Your** main **Commercial Insurance** does not respond to or where the **Excess** is not exceeded.
2. Any claim which occurs within 30 days of the start date of this **Policy** as shown on **Your** policy schedule.
3. Any claim on the main **Commercial Insurance** which occurred prior to the attachment date of this **Policy** as shown on the policy schedule.
4. Any claim notified to **Us** more than 6 months following the settlement of **Your** claim by **Your** main **Commercial Insurance** Insurer.
5. Any contribution or deduction from the settlement of the **Insured's** claim against the **Insured's** main **Commercial Insurance** other than the stated **Excess**, for which the **Insured** has been made liable.
6. Where a third party has waived or reimbursed the **Insured** and made good which is the first amount of any claim, shown in the schedule under own damage of the **Commercial Insurance**.
7. Any liability the **Insured** accepts by agreement or contract, unless the **Insured** would have been liable anyway.
8. Any claim that is refused on the **Insured's** main **Commercial Insurance**.
9. Any claim where the **Insured** incident under the **Commercial Insurance** policy took place outside of the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
10. Where the turnover of the **Business Premises** covered under this **Policy** (up to a maximum of **3 Business Premises**) is equal or higher than £75,000,000 per location.

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11. 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** share of the claim
12. Any losses caused by war, revolution or any similar event.
13. Any losses caused by:
14. ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste
15. which results from burning nuclear fuel; or
16. radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

How to Make a Claim

Your claim will be handled by AXA Assistance (UK) Ltd. To make a claim **we** will ask **you** to submit supporting documentation listed below. It is important **you** submit all the documentation requested, as **we** will be unable to process **your** claim until received.

1. Scheme Code: 10338
2. A copy of **Your** completed claim form
3. The acknowledgement from AXA Assistance (UK) Ltd which contains **Your** claim number
4. A copy of **Your** Commercial Combined **Excess** insurance policy schedule.
5. A copy of **Your** settlement letter from the **Insurer** of the **Commercial Insurance**, which must state the amount settled and the **Excess** deducted.

- Via the internet:

Visit our claims web site: <https://www.excessclaim.co.uk> where **you** will be able register **your** claim on line.

Or

- By Phone

Please call AXA Assistance on 0345 600 0034 to notify **your** claim. **You** will receive a claim form to complete and will be asked to send us copies of **your** documents.

Our internet solution allows **you** to enter all the necessary details **we** require to settle **your** claim. **We** recommend **you** use the web link as **you** will need to post documents to **us** if **you** contact **us** by phone, which could result in delays of **your** claim being settled.

Please note Claims or incidents that may give rise to a claim should be notified directly to us within 6 months of the date of the incident.

FAILURE TO FOLLOW THESE STEPS MAY DELAY OR JEOPARDISE THE PAYMENT OF YOUR CLAIM.

Cancellation – Your rights

If you find that this cover does not meet your needs, please contact **your** supplying broker within 14 days of receiving this document and they will arrange for us to cancel this policy. You will receive a full refund of your premium, provided you have not made any claims.

If you cancel the policy outside the 14 day period you will receive a refund of your premium proportionate to the amount of time left to run on the policy, less an administrative charge of £20 provided you have not made any claims.

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Cancellation – Our rights

We may cancel this policy by giving you at least 14 days written notice at your last known address for the following reasons;

- If you fail to make payment of premiums we will send you a reminder to do so. If we do not receive payment after two reminders we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;

- We may cancel this policy without giving you prior notice if, by law, or other similar reasons we are unable to provide it.

If we exercise our rights to cancel the policy under this section, we will refund the premium paid proportionate to the remaining period of insurance, provided you have not made any claims.

We reserve the right to refuse renewal of any individual policy.

We may cancel this policy 'with immediate effect if:

- You make or try to make a fraudulent claim under your policy;

- You are abusive or threatening towards our staff;

- You repeatedly or seriously break the terms of this policy.

We will continue to honor any claims made before cancellation.

Renewal Process

Your insurance broker will contact **you** before **your** renewal date to discuss **your** renewal options including any changes to the policy that will apply from when **you** renew the policy. If **you** do not want to renew **your** policy or want to change any of **your** details, please let **your** insurance broker know at least 15 days before **your** renewal date.

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, please contact:

The Quality Manager

Inter Partner Assistance SA

The Quadrangle,

106 - 118 Station Road

Redhill, Surrey, UK

RH1 1PR

Telephone 01737 815 215 or email quality.assurance@axa-assistance.co.uk

If **we** have given **you our** final response and **you** remain dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS). Their address is:

Exchange Tower

London

E14 9SR

Telephone 0800 023 4567

Email: complaint.info@financial-ombudsman.org.

Compensation Scheme

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at www.fscs.org.uk.

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Data Protection

Details of you, your insurance cover under this policy and claims will be held by us (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include: a. use of sensitive information about the health or vulnerability of you or others involved in your insurance claim, in order to evaluate your claim and provide other services as described in this policy, b. disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with an insurance excess claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law; c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control; d. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the excess claim, which you have provided for the purpose of validating your claim; and e. sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). Marketing activities may include matching your data with information from public sources, in order to send you relevant communications. You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

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If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer The Quadrangle 106-118 Station Road Redhill RH1 1PR UK Email: dataprotectionenquiries@axa-assistance.co.uk

Our full data privacy notice is available at: www.axa-assistance.co.uk. Alternatively, a hard copy is available from us on request.

Sparta's privacy notice can be viewed and is available at <https://www.sparta-group.co.uk/privacypolicy.aspx>

Alternative Format

Please contact **your** supplying broker if **you** would like to receive this information in an alternative format such as large print, audio or Braille.