



POLICY WORDING

COMMERCIAL

EXCESS protection insurance

Excess Reimbursement Commercial Excess Reimbursement

INTRODUCTION

What is Excess Reimbursement?

Most insurance policies have a policy *excess* which is the amount *you* have to pay towards a claim that *you* make under a *primary insurance policy*.

Excess Reimbursement is designed to repay *you* the amount of a policy *excess* *you* have to pay when *you* make a successful claim under a *primary insurance policy*.

The XS Cover Company

This *policy* has been arranged on *your* behalf by The XS Cover Company (XS), who act as the distributor of this excess reimbursement policy.

Any *premium* XS collect or refunds XS make to *you* will be on behalf of *us*.

XS Cover Company is an appointed representative of Oddie Dalton & Co Ltd.

Oddie Dalton & Co Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Registered number 306267. *You* can check this on the Financial Services Register by visiting www.fsa.gov.uk/register or by contacting the FCA on 0800 111 6768.

Oddie Dalton & Co Ltd is registered in England number 01090813 and their registered office is 124 Melton Road, West Bridgford, Nottingham, NG2 6EP.

The Insurer

This *policy* is underwritten by Great American International Insurance (UK) Limited (also referred to as *we*, *our* and *us*).

Great American International Insurance (UK) Limited, registered address 32 Queen Square, Bristol, BS1 4ND, UK is registered in England as Company No 02714031 is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority under registration number 202874.

Claims

To make a claim, please call *our Claims Administrator* on **0115 9812 921**. Lines open 9am to 5.30pm to Monday to Friday, or email them at claims@thexscovercompany.com and ask them to contact *you*.

They will register *your* claim straight away, explain the claims process and answer any queries *you* may have, which will be conveyed to *you* by text and/or email after the call.

Cancellation

You may cancel this insurance within 14 days of receiving it (this is known as the cooling off period) and *you* will be entitled to a full refund of the premium as long as *you* have not made a claim.

You can cancel at any time after the 14-day cooling off period and we will make a proportionate refund of the premium paid, as long as *you* have not made a claim. However, such refund may be subject to an administration charge from XS Cover Company Limited and/or the *broker*. To cancel *your* cover please notify *your* broker.

We shall not be bound to accept the renewal of any insurance and may at any time cancel this policy by sending *you* 14 days' notice in writing at *your* last known address. Valid reasons for cancellation may include but are not limited to:

- Fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions

Provided that the premium has been paid in full, *you* shall be entitled to a proportionate refund of premium in respect of the unexpired period remaining on the insurance.

1. ELIGIBILITY

- 1.1. To qualify for Excess Reimbursement Insurance *you* must be named as the Policyholder under the *primary insurance policy* and a permanent resident of the *United Kingdom*.
- 1.2. This insurance only applies if there is an *excess* payable by *you* under *your primary insurance policy*. Excess Reimbursement Insurance applies only to *your* own personal insurances. *We* explain what *we* mean by a *primary insurance policy* below in 'Section 10, Definitions' - please read this carefully

2. DEFINITIONS

Where we explain what a word means below, that word will be highlighted in *italic* print and shall have the same meaning wherever it is used in this policy.

“Broker” means the insurance intermediary who sold *you* this Excess Reimbursement Insurance and who is named in *your insurance certificate*.

“Claims Administrator” means The XS Cover Company

“Excess” means the amount *you* had to pay towards the first part of a claim under *your primary insurance policy* under the terms of that policy and such amount is clearly stated being an excess in *your primary insurance policy* documents.

“Insurance certificate” means the document which forms part of the insurance contract between *you* and *us*. It contains *your* name and gives details of the level of cover provided under *your* Excess Reimbursement Insurance. The *insurance certificate* will be issued to *you* by the *broker*.

“Maximum reimbursement limit” means the most we will pay in any one annual *period of insurance*, as shown in *your insurance certificate*.

“Period of insurance” means the annual period of cover under this Excess Reimbursement Insurance for which we have accepted the premium, as stated in *your insurance certificate*.

“Primary insurance policy” means an insurance policy covering the subject matter as stated in *your Insurance Certificate*, applying in the *United Kingdom* only, taken out by *you* with an insurer which is authorised and regulated in the *United Kingdom*, and under which *you* are named as the policyholder.

“Start date of cover” means the date that *your* Excess Reimbursement starts and will be shown in *your insurance certificate*.

“United Kingdom” means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

“We/us/our” means Great American International Insurance (UK) Limited

“You/your” means the person or company who took out this Excess Reimbursement Insurance and who is named as the Policyholder in the *insurance certificate* and named as the Policyholder in the *primary insurance policy*.

3. WHAT IS COVERED

If *you* make a claim under *your primary insurance policy* we will reimburse *you* the amount of the excess that *you* had to pay.

Your Excess Reimbursement Insurance applies only if:

3.1 The incident that led to the claim under *your primary insurance policy* happened during the *period of insurance* of this Excess Reimbursement Insurance.

3.2 The claim under *your primary insurance policy* was successful and the cost was more than the amount of the excess.

3.3 You may insure a maximum of three commercial premises under one Commercial Excess Reimbursement Policy, and you may purchase a maximum of 4 (four) policies. The maximum number of commercial premises insured is 12 (twelve).

You may claim under this Excess Reimbursement Insurance more than once during the *period of insurance*, but in total we will only pay up to the *maximum reimbursement limit* shown in your *insurance certificate*, in any one *period of insurance*.

4. WHAT IS NOT COVERED

We will not reimburse *your excess* in the following circumstances:

- 4.1. if the incident that led to the claim under *your primary insurance policy* happened before the *start date of cover*, as stated in *your insurance certificate*;
- 4.2. if *you* were aware at the *start date of cover* that *you* were going to make a claim under *your primary insurance policy*;
- 4.3. for any claim under this insurance that *you* make within the first 30 days immediately following the *start date of cover*, unless this Excess Reimbursement Insurance policy has the same start date as *your primary insurance policy*;
- 4.4. where no *excess* was paid by *you*, or deducted from the claim settlement by the insurer of *your primary insurance policy*;
- 4.5. if *your* claim under *your primary insurance policy* was not successful or was for less than the amount of the *excess*;
- 4.6. where any amount contributed by *you* or deducted from the settlement of *your* claim is not clearly stated in *your primary insurance policy* as being the policy *excess*;
- 4.7. where the *excess* *you* paid was under a motor insurance policy and *your* claim under that policy was in respect only of glass repair or replacement;
- 4.8. where the *excess* *you* paid was under a motor insurance policy and the motor vehicle was used for:
 - 4.8.1. hire and reward unless *your insurance certificate* permits hire and reward under operator's licence conditions;
 - 4.8.2. any competition, trial, performance test, race or trial of speed, including off-road events, whether between motor vehicles 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;
 - 4.8.3. any business use other than Class One Business Use as normally defined by motor insurers unless *your insurance certificate* permits the use of fleet vehicles for commercial travelling;
 - 4.8.4. any purpose in connection with the motor trade
- 4.9. where the *excess* required from *you* under *your primary insurance policy* has already been paid or recovered from another party;
- 4.10. where the *excess* incurred is in respect of a *primary insurance policy* where the item(s) or location insured is outside of the *United Kingdom*;
- 4.11. where the *excess* incurred is in respect of a claim, which occurred outside of the *United Kingdom*;
- 4.12. Any claim resulting in any way from:
 - 4.12.1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind. For the purposes of this policy, 'terrorism' shall mean: an 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 similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear;
 - 4.12.2. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

- 4.13. Any excess paid under the following types of *primary insurance policy*:
- 4.13.1. Directors and Officers insurance policies
 - 4.13.2. Professional Indemnity insurance policies
 - 4.13.3. Marine insurance policies, including marine stock or transit cover in the UK
- 4.14. Cyber Loss
- 4.14.1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
 - 4.14.2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - (a) the use or operation of any Computer System or Computer Network;
 - (b) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - (c) access to, processing, transmission, storage or use of any Data;
 - (d) inability to access, process, transmit, store or use any Data;
 - (e) any threat of or any hoax relating to (a) to (d) above;
 - (f) any error or omission or accident in respect of any Computer System, Computer Network or Data; or
 - (g) any activity of third party(s) causing disruption or damage to any Computer System or Computer Network.
 - 4.14.3. For the avoidance of doubt, the definition of Cyber Loss, as contained in section 4.14.2. above, does not exclude accidental material damage cover for any insured loss sustained regarding an insured Computer System or Computer Network (where the damage thereto did not result from Cyber Loss).
 - 4.14.4. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
 - 4.14.5. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
 - 4.14.6. Data means information used, accessed, processed, transmitted or stored by a Computer System.
 - 4.14.7. When this clause forms part of a reinsurance contract, Insured shall be amended to read (or refer to) Original Insured.
 - 4.14.8. The Definitions contained in this Clause apply to this clause only. They shall not apply to the other provisions of this Policy.

5. HOW TO MAKE A CLAIM

Step one - check *your* policy wording

Read this policy wording first so that *you* are satisfied that *you* are covered for the claim *you* want to make. Read any exclusions that may apply and make sure *you* understand them.

Step two - notify the claim

All claims must be notified to *our Claims Administrator*; their details are below. *You* should do this as soon as possible from the date *you* received settlement of the claim under *your primary insurance policy*. Please note that if *you* delay reporting a claim to *us* without good reason and that delay causes an adverse and prejudicial effect to *us*, then *we* may not be able to pay *your* claim. Please contact: Claims Department
Claims Administrator

Tel: 0115 9812 921

Claims Department

The XS Cover Co Ltd

124 Melton Road
West Bridgford
Nottingham
NG2 6EP

Email: claims@the xscovercompany.com

Please tell them the policy reference number which will be shown in *your insurance certificate*. If *you* are not sure whether *you* can claim, please talk to the *Claims Administrator* who will be happy to help *you*.

Step three - after the claim is notified

The *Claims Administrator* will send *you* a claim form, which *you* should fill in and send back to them as soon as possible.

You must also provide a copy of the settlement letter from the insurer of *your primary insurance policy* giving details of the date of the claim incident and which clearly states the amount of the *excess* that *you* have paid. The *Claims Administrator* will tell *you* if they need any more information or documentation from *you*.

PLEASE NOTE: FAILURE TO FOLLOW THESE STEPS MAY DELAY AND / OR JEOPARDISE THE PAYMENT OF *YOUR* CLAIM.

CLAIMS CONDITIONS

5.1. 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.

5.2. Other Insurance

If *you* were covered by any other Insurance for the same *excess* we will only pay *our* share of the claim.

5.3. Keeping to the Terms

We will only give *you* the cover that is described in this policy if *you* comply with all its terms.

5.4. Fraudulent Claims or Misleading Information

If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by *you* or anyone acting on *your* behalf to obtain benefit under this insurance, then *your* right to any benefit under this insurance will end, *your* cover will be cancelled with no refund of premium and we will be entitled to recover any benefit paid to *you* as a result of any such fraudulent or misleading claim. We may also inform the police and share this information with other insurers.

6. CUSTOMER SERVICE AND COMPLAINTS

6.1. Service

Every effort is made to provide *you* with a high standard of service. If *you* have any questions about *your* Excess Reimbursement Insurance please talk to the *broker* who arranged this cover for *you* and they will be pleased to help.

6.2. Complaints

We always aim to treat *you* with fairness, courtesy and respect for *your* insurance needs. This commitment extends to dealing with any complaints *you* might have in a straightforward, helpful way, as quickly as possible.

If *you* are unhappy with any element of XS Cover Company's or *our* service concerning the sale and administration of this *policy*, please contact:

The XS Cover Company

Claims Administrator

Tel: 0115 9812 921

Claims Department

The XS Cover Co Ltd
124 Melton Road
West Bridgford
Nottingham
NG2 6EP

Email:

claims@the xscovercompany.com

If *you* are unhappy with the handling of *your* claim, please contact:

The Claims Manager
Great American International Insurance (UK) Limited
32 Queen Square, Bristol, BS1 4ND
Tel: 0117 915 1433 or email gaukclaims@gaig.com

If *you* are still not satisfied with *our* final response or after eight weeks from making the complaint if not resolved satisfactorily *you* may refer *your* complaint to the financial Ombudsman Service. The Financial Ombudsman Service is a free and impartial service and *your* rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. A leaflet explaining the procedure is available upon request.

They may be contacted at the following address:
Insurance Division, The Financial Ombudsman's Service,
Exchange Tower, London, E14 9SR. Tel: 0800 023 4567

7. LEGAL AND REGULATORY INFORMATION

7.1 Governing Law

Unless some other law is agreed in writing, this *policy* is governed by English law. If there is a dispute it will only be dealt with in the courts of England, or of the country within the United Kingdom in which *your* main residence is situated.

7.2 Compensation Fund

We are covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the scheme if we are unable to meet *our* obligations.

Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk>.

7.3 Data Protection and Privacy Summary Statement

Data Protection

As a provider of commercial general insurance, we may collect personal data from *our* clients, contractors and third parties to assess, underwrite and administrate insurance contracts. The privacy of the personal data obtained is very important to *us* and *we* are committed to collecting, processing, sharing, storing and destroying all information in accordance with GDPR and the UK data protection laws.

You can read *our* full Privacy Notice on *our* website www.greatamericanuk.com, which goes into more detail about how we collect, use and process personal data, and how, in doing so, we comply with *our* legal obligations. It also describes *your* rights as a data subject in respect of personal data. *We* would be happy to post *you* a copy, please contact *us* on the address below or via the internet contact if *you* require this.

Contact and complaints

Should there be any queries with respect to this Data Protection and Privacy Summary Statement please write to:

Head of Compliance

Great American International Insurance (UK) Limited
32 Queen Square, Bristol, BS1 4ND, UK

or alternatively address your query to the Head of Compliance through the contact section of our website: <http://www.greatamericanuk.com/contacts/contact-us/>

If you have a complaint or concern about how we use your personal data, please contact us and we will do our utmost to resolve the issue as soon as possible. You have the right to make a complaint at any time to the Information Commissioner's Office (ICO) for data protection issues (<https://ico.org.uk/>). We would, however, appreciate the opportunity to respond to any concerns you may have, in the first instance.

7.4 Economic or Trade Sanctions

No cover or benefit shall be provided and no sum shall be payable under this policy to the extent that providing or paying it would directly or indirectly put *us* or *our* ultimate parent company in breach of any applicable economic or trade sanction laws or regulation.

