LANDLORD EXCESS PROTECTION INSURANCE

INTRODUCTION

Thank **you** for choosing Landlord Excess Protection Insurance.

It's important that **you** read this wording and **your policy schedule** to make sure that everything **you've** told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. Please make sure that **you** keep this policy wording and **your policy schedule** in a safe place in case **you** need to look at them later.

This insurance is arranged by Strategic Insurance Services Limited and is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

Strategic Insurance Services Limited (FCA number 307133) are authorised and regulated by the Financial Conduct Authority. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance.**

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 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**.

COOLING OFF PERIOD

You have the right to cancel this policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **you** any premium **you** have paid to **us**. **You** can cancel this policy after 14 days, but **we** will not give **you** back any premium.

To cancel this policy please contact the broker who sold it to **you.**

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.

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 this policy.

Annual Claim Limit	The most **we** will pay in the **period of insurance** as shown in **your policy schedule**.
Excess	The amount **you** must pay under the terms of **your landlord insurance policy.**
Imminent Claim	An **incident** that could give rise to a claim under this policy that **you** are or were aware of before the start date of this policy that was to be or had just been reported under **your landlord insurance policy**.
Incident	A claim under **your landlord insurance policy** during the **period of insurance**.
Insured Premises	The building/buildings at the address specified in **your policy schedule**, located within the United Kingdom (England, Scotland, Wales and Northern Ireland). Each **insured premises** must consist of no more than one residential dwelling or commercial unit.
Landlord Insurance Policy	The insurance policy covering the buildings and outbuildings (if applicable) of **your insured premises** and/or its contents which has been issued by an authorised UK insurer.
Period of Insurance	The period stated in **your policy schedule** that this policy is in force for.
Policy Schedule	The separate document **we** send **you** that includes details about **you** and what **you** are covered for.
Waived or Reimbursed	Where a third party has already paid the **excess** shown in **your landlord insurance policy**.
We/Us/Our/Insurer	Collinson Insurance.
You/Your/Insured	The person or business named in the **policy schedule** and the **landlord insurance policy.**

WHAT IS COVERED

1. This policy covers the **excess** amount that **you** have to pay for any successful claims made under **your landlord insurance policy**.
2. This policy only comes into effect when the **excess** amount of **your landlord insurance policy** has been exceeded and a successful claim payment has been made.
3. The most **we** will pay under this policy is the **annual claim limit** stated in **your policy schedule**. Once this limit is reached, the policy is automatically cancelled, and **you** will be responsible for paying all future **excess** amounts as shown in **your landlord insurance policy**.

WHAT IS NOT COVERED (EXCLUSIONS)

1. Any claim that the **landlord insurance policy** does not accept or where the **excess** is not exceeded.
2. Any claim that is refused under **your landlord insurance policy**.
3. Any claim under **your landlord insurance policy** which happened before the **period of insurance** that **you** were aware was an **imminent claim**.
4. Any claim notified to **us** more than 31 days following the successful settlement of **your** claim under the **landlord insurance policy**.
5. Any contribution or deduction from the settlement of **your** claim against the **landlord insurance policy** other than the stated policy **excess** for which **you** have been made liable.
6. Any claim that has been **waived or reimbursed**.
7. Any liability that **you** accept by agreement or contract unless **you** would have been liable anyway.
8. Any claim arising from subsidence, landslip or heave.
9. Any claim resulting from war and/or terrorism.
10. Any claim resulting from:
    - Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel.
    - Radioactive, toxic, explosive, or other dangerous properties of any nuclear machinery or any part of it.

CONDITIONS APPLICABLE

1. **Your Landlord Excess Protection** insurance policy will remain in effect for the **period of insurance** or until the **annual claim limit** is exhausted; whichever comes first.
2. **Your landlord insurance policy** must be maintained, current and valid.
3. The **insured** stated on the **policy schedule** must match the **insured** on the **landlord insurance policy**.
4. If your **landlord insurance policy** provides cover for more than one residential dwelling or commercial unit, **you** must purchase a Landlord Excess Protection policy for each residential dwelling or commercial unit covered under that **landlord insurance policy**.
5. 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.
6. 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.
7. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. **We** will only give **you** the cover that is described in this policy if **you** have complied with the terms and conditions under **your landlord insurance policy** and all the terms and conditions of this insurance policy, as far as they apply.
9. This insurance is only valid if **you** are a permanent resident of the United Kingdom (England, Scotland, Wales and Northern Ireland) and the **insured premises** is located within those countries.
10. **We** have the right to approach any third party in relation to **your** claim.
11. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

HOW TO MAKE A CLAIM

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

When **you** become aware of a possible claim under this policy, **you** need to report it to **us** right away. **You** must report it within 31 days of the successful settlement of **your** claim under the **landlord insurance policy**.

To make a **Landlord Excess Protection** claim go to:

https://excessprotectionclaims.davies-group.com.

It's the fastest and easiest way to submit **your** claim. If **you** don't have internet access, call **us** on 0344 856 2359 to inform **us** about **your** claim.

CANCELLATION BY US

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance policy 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.

Valid reasons may include but are not limited to:

a) Where **we** reasonably suspect fraud.
b) Non-payment of premium.
c) Threatening and abusive behaviour.
d) Non-compliance with policy terms and conditions.
e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

FRAUD

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept your proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hides a fact likely to influence the cover **we** provide.
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

COMPLAINTS PROCEDURE

We always strive to provide excellent service. However, if **you** have a complaint, please follow these steps.

1. If **your** complaint is about the sale of **your** policy, contact the broker who sold **you** the policy.
2. If **your** complaint is about a claim **you** made, contact Davies Group:

    - Email: customer.care@davies-group.com
    - Tel: 0344 856 2015

We will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we'll** explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service
Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR
Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

Following this complaints procedure does not stop **you** from taking legal action.

COMPENSATION SCHEME

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

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).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

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, crime prevention organisations 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 https://cifas.org.uk/fpn and https://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 **you** have with **us**.
- 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.

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:

Email address: data.protection@collinsongroup.com
Postal Address: 3 More London Riverside, London, SE1 2AQ

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.