

Landlords Excess Insurance Policy

Contents

Welcome	3
Our agreement	3
The meaning of words in this policy	4
Consumer information	5
How we handle claims	6
How to make a complaint	6
What is insured	6
Insured incidents	7
What is not insured	8
Conditions	9
Cancellation	10
How you and insurers are protected	10
How we use your personal information	10

Welcome

Thank you for choosing XXXXXXXX to provide your Landlords excess insurance policy, which is underwritten by Financial & Legal Insurance Company Limited. As a XXXXXXXX customer you now have Landlords excess insurance to protect you in relation to the benefits set out in this policy.

This policy meets the needs of a customer who wishes to cover the excess payable on a Let Property insurance claim. This insurance covers the Let Property excess payable as detailed within this policy document. A summary of the cover provided by this policy is shown in your Insurance Product Information Document (IPID) document.

You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the Cancellation condition for full details.

Please read your policy document carefully and keep it in a safe place.

Our agreement

This insurance is a contract between **us** and **you**.

We will, subject to the terms of this **policy**, provide **you** with the insurance set out in the **policy** in respect of claims occurring during the **period of insurance** shown in the **certificate of insurance** and for any subsequent period for which **we** may accept a renewal premium.

You must ensure that all the information **you** have given to **us** is accurate to the best of **your** knowledge. **We** will be entitled to refuse to accept a claim where **you** do not take reasonable care not to make a misrepresentation.

The **policy**, **certificate of insurance** and any endorsements must be read together as one document. If **you** would like these documents in another format please let **us** know.

Signed on our behalf



Nick Garner, Chief Executive Officer
Financial & Legal Insurance Company Limited

The meaning of words in this policy

Throughout this document, there are certain words and phrases which have a specific meaning. These apply wherever they appear in **bold** type and are explained below.

Benefit / Claim Limit:	The maximum amount that can be claimed under this policy as stated on the certificate of insurance during any consecutive 12-month period.
Certificate of insurance:	The document that provides confirmation of cover, your details, start date and the benefit selected.
Excess:	The first amount of any claim you are responsible for paying under the terms of your insurance Let Property Insurance Policy .
Incident(s):	The event that led to or may give rise to a claim under your Let Property insurance policy .
Insurance broker:	XXXXXXX
Insurer:	Financial & Legal Insurance Company Limited
Lt property:	The property detailed on the certificate of insurance that is rented to tenants under an assured short term tenancy agreement or similar legally enforceable tenancy agreement
Lent Property Insurance Policy:	A policy providing Insurance issued by a building/contents insurer in force during the period of insurance providing core Let Property insurance for your Lt property .
Lt Property Insurer:	An authorised and regulated UK insurance company who issued you a Let Property insurance policy .
Period of Insurance:	12 calendar months from the date of inception as detailed on the certificate of insurance.
Policy:	Your Landlords Excess insurance explained within this policy wording and accompanying certificate of insurance .
Policyholder/You/Your:	means the person(s) shown in the certificate of insurance attached to this policy .

Proposal:	Any information provided from you or from anyone acting on your behalf when applying for this policy.
Start Date:	The date your cover shall start as shown on your certificate of insurance of Insurance.
Territorial Limits:	The United Kingdom, Northern Ireland, the Channel Islands and Isle of Man.
Terrorism:	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Waived or Reimbursed:	Where a third party has already paid the excess .
We/Us/Our:	means Financial & Legal Insurance Company Limited.

Consumer information (disclosure and representations) Act 2012

You are required by the provisions of the above to take care to:

- Supply accurate and complete answers to all questions **we** or **your** insurance broker may ask as part of **your** application for cover under the **policy**;
- To make sure that all information supplied as part of **your** application for cover is true and correct; and
- Tell **us** of any changes to the answers **you** have given as soon as possible

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** purchase, renew or make any changes to **your policy**. If any information **you** provide is not complete and accurate, this may mean **your policy** is invalid and that it does not operate in the event of a claim, or **we** may not pay a claim in full.

How we handle claims

Please find instructions on how to report a claim, how **we** will progress and what is expected of **you** throughout.

If **you** need to make a claim **you** can call our claims handlers Lexelle on 0114 350 4107, email them at assist@lexelle.com or write to Lexelle, PO Box 4428, Sheffield S9 9DD.

If there is a claim, which is covered by the policy **we** will then send **you** a claim form for completion and return to **us**.

How to make a complaint

Our aim is to provide a first-class standard of service at all times.

If **you** feel that **you** have been let down and **you** wish to raise a complaint about the sale of this **policy**, please contact **your** insurance broker.

If **you** feel that **we** have let **you** down and **you** wish to raise a complaint, please contact Lexelle on 0114 350 4107 or in writing to The claims Manager, Lexelle, PO Box 4428, Sheffield S99 9DD. Please quote the reference number on **your** **certificate of insurance** on all correspondence.

Our staff will attempt to resolve **your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to you. Where this is not possible, **we** will acknowledge **your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **we** will write to **you** and let **you** know what further action **we** will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **our** letter in response to **your** complaint **you** remain dissatisfied, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or E-Mail: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

The use of these facilities does not affect **your** right to take legal action.

What is insured

This **policy** provides insurance in relation to the insured incidents set out and there are other important sections which elaborate on the cover, namely what is not insured, conditions and how **we** handle claims.

To qualify for cover under this policy:

- a. The Let Property **insurance policy** must be provided by a Let Property insurer;
- b. **You** must not be aware of any **incident** prior to the **commencement date** of this insurance likely to give rise to a claim under this policy;
- c. **You** must be permanently resident in the United Kingdom, Channel

Insured incidents

The specific areas of cover provided by this **policy** are noted, below.

Excess

What's covered	What's not covered
Within the period of insurance, the insurer will reimburse the cost of an excess on a Let Property insurance policy. ▪ Cover is provided for the excess being the first amount you are responsible to pay as part of a claim under the Let Property insurance policy. Only when the value of the total claim under the Let Property insurance policy is equal to or exceeds the excess stated in the Let Property insurance policy will cover be provided. ▪ Reimbursement of the excess under this policy will only occur when the claim made under the Let Property insurance policy has been successfully settled by the Let Property insurer fulfilling cover under the Let Property insurance policy and you evidencing payment of the excess and / or deduction of the excess from the Let Property insurer claim payment. ▪ The cover provided by the policy is limited to the benefit level selected at the time of purchase and recorded on the certificate of insurance. The benefit under the policy applies in the aggregate over any consecutive 12-month period.	We will not pay any claims: a. For any amount other than the stated excess on your Let Property insurance policy. b. Where your Let Property insurer or any third party has waived or reimbursed you with regards to the excess amount or where you are in the process of recovering the excess in the form of damages from a third party. c. In respect of any incident when the insured is intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner. d. For any property, which is not covered by a Let Property insurance policy for the full duration of the period of insurance e. If you or anyone acting on your behalf fail to disclose any information requested during the proposal. f. In respect of any excess waived by the Let Property insurer or any third party. g. If either the proposal details or the premium are not received by the insurer. h. Where the incident occurred before the commencement date of insurance.

What is not insured

These are general exclusions which apply to the whole **policy** where **we** are not able to provide insurance cover. Please read these carefully as these are circumstances where **you** will not be covered.

1. Prior claims

Any claim or incident which may lead to a claim and which **you** knew about or ought reasonably to have known about before the start of this **policy**.

2. Dishonesty, deliberate acts, violence and fraud

Any claim

- a. involving actual or alleged dishonesty or violence by **you**;
- b. or statement which is overstated, false or fraudulent;
- c. for loss or damage caused by or arising from your intentional act of wilful neglect; or
- d. if you fail to comply with **our** 'How we handle claims' provisions

We will have the right to refuse to pay a claim or to cancel this insurance from the date of the act.

3. Other insurance

Any costs, which can be recovered by **you** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s). **We** will only pay **our** share of any claim.

4. Territorial limits

Any claim which occurs outside the United Kingdom, the Channel Islands or the Isle of Man.

5. War risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

6. Radioactive contamination and pressure waves

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event.

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Conditions

These are requirements which need to be continually met to ensure your cover is valid. Please follow these guidelines carefully.

1. Observance of terms

Anyone making a claim under this **policy** must have **your** permission and observe the terms under this **policy**.

2. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person in relation to the Contracts (Right of Third Parties) Act 1999.

3. Recoveries

We reserve the right, at **our** own expense, to take over proceedings in **your** name to recover any payment made under this **policy**. If **you** recover costs previously paid under this **policy** those costs must be immediately repaid to **us**.

4. Governing Law

This **policy** is subject to the law applicable to **your** place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

5. Assignment

This insurance is between and binding upon **us** and **you** and their respective successors in title, but this insurance may not otherwise be assigned by **you** to anyone else without **our** prior written consent.

6. Claims:

Limit of liability – in the event of the **benefit** being paid as a consequence of any **incident** the **insurer** will deem that full liability has been met under the terms of this policy and the insurance cover will cease upon settlement. In no circumstances shall the liability of the **insurer** exceed the **benefit** amount shown in the **certificate of insurance**.

7. Named person

The **policyholder** as shown on the **certificate of insurance** must match the lead name of the individual on the **Let Property insurance policy**.

Cancellation

You may cancel this **policy** within 14 days of its inception without any premium charge provided that there have been no claims. After that **you** may cancel the **policy** at any time however no refund of premium will be available. If **you** cancel the **policy** **you** must contact **your** insurance broker.

We may cancel this **policy** at any time provided that **we** give **you** 7 days' notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud or dishonesty.

Where **we** cancel this **policy** no refund of premium will be available. If **we** cancel the **policy** **we** will write to **you** at **your** address shown in **our** records.

How you and insurers are protected

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this **policy** **you** may be entitled to compensation from the Compensation Scheme.

How we use your personal information

We are Financial & Legal Insurance Company Limited, referred to as "we/us/our" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is **Z561011X**.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a **policy**. **We** refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance **policy** and meet **our** contractual requirements under the **policy**. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance **policy** through one of **our** brokers, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance **policy**. For specific types of insurance policies, for example when offering **you** a travel insurance **policy**, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance **policy** with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

Financial & Legal Insurance Company Limited's full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing us at info@financial&legal.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England under Company No. 03034220.

FLI LANDLORDS EXCESS AUG24