



flood excess[™]
insurance



Flood Excess

Policy Wording

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INTRODUCTION

Thank You for choosing to purchase this Flood Excess Insurance Policy. This Policy wording provides all the details you need to know about Your Flood Excess Insurance Policy.

It is important that You read this Policy wording carefully, together with Your Policy Schedule and statement of fact and Endorsement(s), if any, as these documents together set out the terms and conditions of Your cover. You should make sure that it meets Your needs. If any corrections are necessary You should contact Your broker through whom this Policy was arranged.

In this Policy, certain words or phrases are specially defined. In deciding to accept this Policy and in setting the terms and premium We have relied on the information which You have provided to Us.

You must comply with the terms of this Policy. Failure to comply with the terms of this Policy may result in Your claim being refused or reduced where that claim has been affected by Your failure to comply.

Please keep this Policy in a safe place – You may need to refer to it if You have to make a claim.

YOUR POLICY

This Flood Excess Insurance Policy is arranged by Modus Underwriting Limited and underwritten by AXA XL Insurance Company UK Limited.

REGULATORY INFORMATION

- a) AXA XL Insurance Company UK Limited, registered office 20 Gracechurch Street, London, EC3V 0BG, are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (Registered Number 423308). Registered in England Number 5328622.
- b) Modus is a trading name of Modus Underwriting Limited. Registered 9269358. Registered Address: Walsingham House, Ninth Floor, 35 Seething Lane, London, EC3N 4AH. Modus Underwriting Limited is an Appointed Representative of Acrisure UK MGA Limited which is authorised and regulated by the Financial Conduct Authority FRN:835270.
For more information on the Financial Conduct Authority, visit <http://www.fca.org.uk/>
- c) XL Catlin Services SE acts as an agent of AXA XL Insurance Company UK Limited in connection with this Policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland. Registered office: 8 St Stephen's Green, Dublin 2, D02 VK30, Ireland.
Registered in Ireland No. 659610.

You can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate.

ELIGIBILITY

To be eligible for cover under this Policy;

1. The Insured must be named as the policyholder on Your Primary Insurance Policy under which there is an excess payable in the event of a Flood claim; and
2. Your Primary Insurance Policy must be for Your Premises situated within the Territorial Limits; and
3. You must pay the premium.

WHEN DOES THIS POLICY START AND END

This Policy starts on the Start Date as chosen by You and shown on Your Policy Schedule. This Policy ends on the earliest of the following:

- a) On the Policy end date as shown on Your Policy Schedule; or
- b) When the total amount of claims We have paid under this Policy equals the Cover Limit shown on Your Policy Schedule, unless reinstatement of the Flood Claim Excess is purchased following a claim.

YOUR DUTY TO MAKE A FAIR PRESENTATION TO US

In deciding to accept this Policy and in setting the terms including premium We have relied on the information which You have provided to Us. You must take care when answering any questions We ask by ensuring that any information provided is accurate and complete.

If We establish that You deliberately or recklessly provided Us with untrue or misleading information We will have the right to:

- a) treat this Policy as if it never existed;
- b) decline all Claims; and
- c) retain the premium.

If We establish that You carelessly provided Us with untrue or misleading information We will have the right to:

- i) treat this Policy as if it never existed, refuse to pay any Claim and return the premium You have paid, if We would not have provided You with cover;
- ii) treat this Policy as if it had been entered into on different terms from those agreed, if We would have provided You with cover on different terms;
- iii) reduce the amount We pay on any Claim in the proportion that the premium You have paid bears to the premium We would have charged You, if We would have charged You more.

We will notify You in writing if i), ii) or iii) will apply.

If there is no outstanding claim and ii) and/or iii) apply, We will have the right to:

1. give You notice that We are terminating this Policy; or
2. give You notice that We will treat this Policy and any future claim in accordance with (ii) and/or (iii), in which case You may then give Us notice that You are terminating this Policy

in accordance with the Cancellation and Cooling-Off provisions.

CHANGES WE NEED TO KNOW ABOUT

You must tell Us as soon as practicably possible of any change in the information You have provided to Us which happens before or during any Period of Insurance.

When We are notified of a change We will tell You if this affects Your Policy. For example We may cancel Your Policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of Your Policy or require You to pay more for Your Policy. If You do not inform Us about a change it may affect any claim You make or could result in Your Policy being invalid.

FRAUD

If You, or anyone acting for You, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, We:

- a) will not be liable to pay the claim; and
- b) may recover from You any sums paid by Us to You in respect of the claim; and
- c) may by notice to You treat this Policy as having been terminated with effect from the time of the fraudulent act.

If We exercise Our right under (c) above:

- i) We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under this Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.
- ii) We need not return any of the premium paid.

CANCELLATION AND COOLING-OFF PERIOD

a) Your right to cancel during Cooling-off Period

You have 14 days to review this Policy starting from either the date You received this Policy or the start of Your Period of Insurance, whichever is the later, and should the Policy not meet Your needs, providing You have not made a claim You may request We cancel this Policy by notifying Your broker in writing, by email or by telephone and You will receive a full refund. If you have made a claim, the full annual premium is due.

b) Your right after the Cooling off Period

After the 14 day Cooling Off period has expired, You may cancel this Policy at any time and You will receive a refund of premium proportionate to the amount of time left to run on the Policy. Cancellation will be effective from the date of such notice to cancel. To cancel this Policy please contact the Broker in writing, by email or by telephone who sold You this Policy, whose details will be on Your Policy Schedule. If You cannot find their details, please contact Flood Excess to cancel the Policy.

c) Our Right to cancel

We can cancel this Policy by giving You 14 days' notice in writing. We will only do so if there are serious grounds to do so. Examples of serious grounds include for example:

- failure by You to pay the premium; or
- You deny Us or Our appointed representatives access to the Premises and this affects our ability to process or defend Our or Your interests in respect of a claim; or
- We have established that You have provided Us with incorrect information, and You have failed to provide a remedy when requested; or
- a change in risk which means We can no longer provide You with insurance cover:

If We cancel We will refund the proportionate balance of the premium You paid for the current Period of Insurance providing You have not made a claim during the current Period of Insurance. This will be calculated on a proportional daily rate basis for the period You had coverage.

Where a claim or an incident has occurred which may give rise to a claim the full annual premium is payable to Us and no refund of premium will be allowed to You.

HOW TO CLAIM

Irrespective of whether notice has been given to the Primary Insurer You must notify Charles Taylor General Adjusting Services (which will be treated as notification to Us) as soon as practically possible of any loss or damage where Your Primary Insurance Policy is likely to exceed their Flood Claim Excess or involve the Cover Limit of this Policy.

Contact details of Charles Taylor General Adjusting Services;

Charles Taylor General Adjusting Services
Cheesemans Lane,
Hambrook,
Chichester,
PO18 8UE
Tel: 01243 219599
E-Mail: axaxlclaims@ctplc.com

It is Your duty to give the Primary Insurer, Us or any third party involved in dealing with Your claim all assistance and documentation as may be required.

DEFINITIONS

Wherever the following words and phrases appear with a capital letter in this Policy wording, they shall always have the following meaning;

“Act of Terrorism” means an act including for example the use of force or violence and or the threat thereof by any person or group 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.

“Cover Limit” means the maximum amount We will pay under this Policy during the Period of Insurance.

“Communicable Disease” means any illness, sickness, disease, infection, condition, or disorder caused, in whole or in part, by any direct or indirect contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature regardless of the method of transmission, contact or exposure.

“Endorsement” means additional terms and conditions being applied to the Policy document, agreed by Us, which could amend or restrict cover.

“Flood” means water from any external source which enters the Premises at or below ground level and does so with an unusual volume or force whether resulting from storm or otherwise.

Flood damage does not include:

- rain water entering Your property above ground level before it has fallen to ground level; or
- an escape of water from anywhere inside Your Business Premises (such as internal pipes).

“Flood Claim Excess” means the amount of excess cover You have selected and is payable under the terms of Your Primary Insurance Policy in the event of a claim for Flood damage or loss.

“Period of Insurance” means the period of time during which You are covered by this Policy and as shown on Your Policy Schedule.

“Policy” means the entirety of the policy wording, the Policy Schedule and statement of fact and/or any endorsements or amendments applied, all of which should be read together as one contract.

“Policy Schedule” means the document that You were issued with when You purchased this Policy and which contains Your name, details of the cover provided by this Policy and the Premises to which this cover relates.

“Premises” means the property at the address shown on Your Flood Excess Insurance Schedule, which is owned, used, leased or occupied by You.

“Primary Insurance Policy” means the insurance Policy provided by Your Primary Insurer which includes buildings and/or contents cover, and must cover the Premises as shown in Your Flood Excess Insurance Policy Schedule and which includes flood cover at the Premises.

“Primary Insurer” means the United Kingdom based (and both PRA authorised and FCA regulated and authorised) Insurer who provides Your Primary Insurance Policy for the Premises as shown in the Policy Schedule.

“Start Date” means the date this Policy starts as shown on Your Policy Schedule.

“Territorial Limits” means the United Kingdom, the Isle of Man and the Channel Islands.

“We/Us/Our/Insurer” means AXA XL Insurance Company UK Limited.

“You/Your/Insured” means the person(s) or business shown as the Insured on the Policy Schedule. The Insured on the Policy Schedule must match the name of the insured on the Primary Insurance Policy Schedule.

WHAT IS COVERED BY THIS POLICY

This Policy covers You for the Flood Claim Excess amount You have selected and is shown on Your Policy Schedule.

If You are claiming under Your Primary Insurance Policy for Flood damage or loss to Your Premises then You will be able to claim under this Policy once Your Primary Insurer has settled a Flood claim under Your Primary Insurance Policy and You have paid the Flood Claim Excess that applied to that claim.

If Your claim against the Primary Insurance Policy is unsuccessful We may still be able to consider Your claim if:

- the Primary Insurer cancels their policy for a reason not related to the Flood loss or damage; or
- You breach the terms of their insurance but not this Policy; or
- there is a dispute between You and the Primary Insurer over the amount of Your claim for loss or damage.

If the amount of the claim falls below the value of Your Flood Claim Excess shown on Your Policy Schedule We will assess a claim under this Policy and provided You meet all the terms and conditions of Your Primary Insurance Policy, We will cover the cost of the Flood loss or damage to Your Premises occurring during the Period of Insurance up to the Flood Claim Excess amount You have selected and is shown on Your Policy Schedule, subject to the terms and conditions herein.

If a claim has been made and accepted as a valid claim, the Flood Claim Excess amount You have selected will be reduced by the amount of the claim. You can reinstate the Flood Claim Excess amount. This will be chargeable at a pro-rata rate based on the number of days cover required until your next renewal date.

If the Flood Excess Amount you have selected and is shown on Your Policy Schedule is less than the Flood Claim Excess under Your Primary Insurance Policy the amount We will pay will be limited to the Flood Excess Amount shown on Your schedule.

For example:

The Flood Excess Amount you have selected and is shown on Your Policy Schedule is £75,000.
Your Flood Claim Excess under Your Commercial Policy is £200,000.
The maximum We will pay is the Flood Excess Amount of £75,000.

Any difference between our Flood Excess Amount and Your Flood Claim Excess would have to be met by You.

You must provide Us with a copy of Your Primary Insurance Policy and Policy Schedule and all noted and/or attaching Endorsements or clauses in order for Us to assess the claim.

If You have any other insurance in place that provides cover for Your Flood Claim Excess amount under Your Primary Insurance Policy then You must claim under both policies. We will only pay Our share of any claim.

EXCLUSIONS THAT APPLY TO THIS POLICY

The following exclusions apply to this Policy and Your claim will not be valid if:

1. You did not notify Your claim to the Claims Administrator as soon as practically possible after You claim under Your Primary Insurance Policy, or;
2. Your claim occurs within 14 days of the Start Date of this Policy. Please note this exclusion does not apply if You have renewed this Flood Excess Insurance Policy with Us and cover has been continuous from Your previous Policy, or You purchased this Policy within 7 days of purchasing your Primary Insurance Policy, or;
3. the incident that gave rise to the claim under Your Primary Insurance Policy happened before the Start Date of this Policy or after this Policy ends, or;
4. Your claim is for damage to property that is not located at the Premises as shown in the Policy Schedule, or;
5. a third party waived or reimbursed Your Flood Claim Excess amount due under Your Primary Insurance Policy, or;
6. Your claim under Your Primary Insurance Policy does not fall within its terms and conditions but Your Primary Insurer settles Your claim on a goodwill or without prejudice basis, or;
7. Your claim under Your Primary Insurance Policy or this Policy is fraudulent, false or exaggerated in any way, or;
8. Your claim under Your Primary Insurance Policy relates to loss or damage caused by:
 - a) Earthquake, or;
 - b) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or;
 - c) confiscation, or nationalisation or;
 - d) any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect, or;
 - e) ionising radiations or contamination by radioactivity from the combustion of nuclear fuel, or;
 - f) caused by pressure waves of an aircraft or aerial device travelling at sonic or supersonic speed.
9. We will not pay for any:
 - a) Cyber loss, damage, liability, cost or expense caused by deliberately or accidentally by:
 - i) the use of or inability to use any application, software, or programme;
 - ii) any computer virus
 - iii) any computer related hoax relating to i and/or ii above.
 - b) Electronic Data
Loss of or damage to any electronic data (for example files or images)

10. Communicable disease

Despite any provision to the contrary within this policy or any endorsement attached thereto, this policy does not insure any loss, damage, claim, cost, expense, or other sum of any nature whatsoever, directly or indirectly based upon, arising out of, attributed to, caused by, or relating to, in whole or in part:

1. any Communicable Disease (actual, threatened, perceived or suspected); or
2. any act, error, or omission in controlling, preventing, or suppressing, or failing to control, prevent, or suppress, or in any way relating to any actual, threatened, perceived or suspected outbreak of any Communicable Disease.

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence with or to such loss, damage, claim, cost, expense, or other sum.

Any actual, alleged, threatened, perceived, or suspected presence or existence of any Communicable Disease at, on, in, affecting, impacting, or impairing any property, or preventing any use of any property, shall not constitute loss or damage whether physical or otherwise, or loss of use to tangible or intangible property.

The presence of a person or persons at an insured location that is/are possibly infected with a Communicable Disease or is/are actually infected with a Communicable Disease shall not constitute loss or damage, whether physical or otherwise.

GENERAL CONDITIONS

The following general conditions apply to this Policy:

1. Right of recovery – We may at Our own expense take such proceedings as We think fit in Your name to recover for Our benefit the amount of any payment made under this Policy;
2. Your Primary Insurance Policy must be a current and valid Policy that has been issued by Your Primary Insurer;
3. The Policyholder as shown on Your Flood Excess Insurance Policy Schedule must match the name of the Policyholder on Your Primary Insurance policy schedule/certificate;
4. You shall notify Us as soon as practically possible of any change of circumstances to the information You provided in connection with this Policy such as a change of property address.
5. Coinsurance - In the event that the Flood Claim Excess is stated as a co-insurance i.e. a percentage value of the total claim amount, We will never pay more than the amount purchased under this Flood Excess Policy towards the Flood Claim Excess.

Co-insurance example:

Your primary policy requires a 20% coinsurance or minimum contribution of £50,000 and You have purchased a Flood Excess Policy with a £50,000 limit. If then a valid claim of £1m occurs meaning there is a requirement for You to pay £200,000 as a deductible, this Policy would only reimburse You for the £50,000 purchased, You would still be responsible for the rest of the deductible amount i.e. £150,000.

QUESTIONS, CONCERNS AND COMPLAINTS

If You have any questions or concerns about this insurance Policy or the handling of a claim, please contact the broker or intermediary who sold You this Policy.

For all other questions or concerns please contact Modus Underwriting Limited. PO Box 77621 London, EC3P 3EF or enquiries@floodexcess.com, 0345 241 0950.

We are committed to ensuring that You are treated fairly and to providing you with a high level of customer service at all times. If You wish to make a complaint however, You can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

Email: axaxlukcomplaints@axaxl.com
Telephone Number: +44 (0) 20 7743 8487

XL Catlin Services SE acts on Our behalf in the administration of complaints.

If You remain dissatisfied after the Complaints Department has considered Your complaint, or You have not received a final decision within eight (8) weeks, You can refer Your complaint to the Financial Ombudsman Service (FOS) at:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Telephone Number: 0800 0234 567 (calls to this number are free on mobiles and landlines)
Telephone Number: 0300 1239 123 (calls to this number costs no more than calls to 01 and 02 numbers)
From outside the United Kingdom
+44 (0)20 7964 0500
Fax Number: +44 (0)20 7964 1001
Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME

AXA XL Insurance Company UK Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Catlin Insurance Company UK Limited cannot meet Our obligations. This depends on the type of business and the circumstances of the claim. Further Information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY and on their website: www.fscs.org.uk

FAIR PROCESSING NOTICE

AXA XL Insurance Company UK Ltd

This Privacy Notice describes how We collect and use the personal information of insureds, claimants and other parties when we are providing our insurance and reinsurance services.

The information provided to Us, together with medical and any other information obtained from You or from other parties about You in connection with this Policy, will be used by the Insurer for the purposes of determining Your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about You, or as a consequence of any contractual relationship we have with You. Failure to provide this information may prevent or delay the fulfilment of these obligations. Information will be shared by us for these purposes with group companies and third-party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of Your personal information. Because we operate as part of a global business, we may transfer Your personal information outside the United Kingdom and/or the European Economic Area for these purposes.

You have certain rights regarding Your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of Your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If You have questions or concerns regarding the way in which your personal information has been used, please contact: dataprivacy@axaxl.com

We are committed to working with You to obtain a fair resolution of any complaint or concern about privacy. If, however, You believe that we have not been able to assist with Your complaint or concern, You have the right to make a complaint to the relevant Data Protection Authority.

For more information about how We process Your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

Brokers, Intermediaries, Partners, Employers and other Third Parties

If You provide Us with information about someone else, We will process their personal information in line with the above. Please ensure You provide them with this notice and encourage them to read it as it describes how We collect, use, share and secure personal information when We provide our services as an insurance and reinsurance business.

Modus Underwriting Limited

It is understood by You that any information that is provided to Us about You will be processed by Us for the purposes of providing insurance and handling any claims which may necessitate providing such information to third parties. We will ensure that Your data is protected at all times and handled in accordance with the provisions of the General Data Protection Regulation (GDPR).

In order to prevent and detect fraud We may at any time:

- share information about You with other organisations and public bodies including the police, or
- check and/or file Your details with fraud prevention agencies and databases and if You provide Us with false or inaccurate information and We suspect fraud We will record this. We and other organisations may also search these agencies and databases to:
 - help make decisions about the provision and administration of insurance, credit and credit related services for You and members of Your household
 - trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your insurance policies
 - check Your identity to prevent financial crime, unless You furnish Us with satisfactory proof of identity, or
 - undertake credit searches and additional fraud searches.

On request, We can supply further details of the databases We access or contribute to.

Our privacy policy can be reviewed at <http://www.modusunderwriting.com/privacy-cookie-policy.html>

LAW AND JURISDICTION

This contract of insurance and any dispute arising under or in any way connected with the subject matter of it shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the Courts of England and Wales.

LANGUAGE

Unless otherwise agreed the language of this contract of insurance shall be English.

SANCTIONS

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

RIGHTS OF THIRD PARTIES

A person or company who is not party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

ACCESSIBILITY

Upon request Modus Underwriting Limited can provide Braille, audio or large print versions of the Policy and the associated documentation. If You require an alternative format You should contact Your broker through whom this Policy was arranged

Modus is a trading name of Modus Underwriting Limited. Registered 9269358.
Registered Address: Walsingham House, Ninth Floor, 35 Seething Lane, London, EC3N 4AH.
Modus Underwriting Limited is an Appointed Representative of Acrisure UK MGA Limited
which is authorised and regulated by the Financial Conduct Authority FRN: 835270.
For more information on the Financial Conduct Authority, visit <http://www.fca.org.uk/>