

Flood Excess Insurance Policy

INTRODUCTION

Thank You for choosing to purchase this Flood Excess Insurance Policy. This policy is a contract between You and Us administered by Modus Underwriting Limited on Our behalf.

It is important that You read this policy document carefully, together with Your Policy Schedule, as these documents together set out the terms and conditions of Your cover.

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.

It is important to ensure that You understand the cover You have purchased and that it meets Your requirements. We have tried to make this policy as easy to understand as possible **but should You have any queries please contact Flood Excess by telephone on 0345241 0950 or by email at enquiries@floodexcess.com.**

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

CANCELLATION AND COOLING-OFF PERIOD

(a) Your right to cancel during the Cooling Off Period

You have 14 days to review this policy starting either from 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 cancel this policy by notifying the broker who sold You this policy in writing, by e-mail 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 to cancel 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. To cancel this policy please contact the broker who sold You this policy in writing, by e-mail or by telephone and whose details will be on Your Policy Schedule. If You did not purchase Your policy from a broker, or 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, if there is a valid reason for doing so, including for example:

- any failure by You to pay the premium; or
- a change in risk which means We can no longer provide You with insurance cover; or
- non-cooperation or failure to supply any information or documentation We request, such as details of a claim.

If We cancel We will refund the balance of the premium You paid for the current Period of Insurance as long as You have not made a claim during the current Period of Insurance. Any return premium due to You in respect of cancellation will depend on how long this policy has been in force in the current Period of Insurance and whether You have made a claim. 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.

REGULATORY INFORMATION

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

- a) XL Catlin Insurance Company (UK) Ltd., is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).
Registered office 20 Gracechurch Street, London, EC3V 0BG
Registered in England Number 5328622

You can check this on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

- b) XL Catlin Services SE acts as an agent of XL Catlin 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. Stephens Green, Dublin 2, DO2 VK30, Ireland.
Registered in Ireland Number 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.

- c) Modus Underwriting Ltd is an Appointed Representative (FCA A.R. Number 663522) of Advent Solutions Management Limited. Advent Solutions Management Limited is authorised and regulated by the Financial Conduct Authority (FCA registered Number 308751).

You can check this on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

DEFINITIONS

Wherever the following words and phrases appear 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.

“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 property listed on your Primary Home Insurance Policy at or below ground level, and does so with an unusual volume or force whether resulting from storm or otherwise. Flood damage by this insurance 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 property (such as internal pipes).

“Flood Claim Excess” means the amount You must pay under the terms of Your Primary Home Insurance Policy in the event of a claim for Flood damage or loss.

“Home Insurer” means the United Kingdom based (and both PRA authorised and FCA regulated and authorised) Insurer who provides Your Primary Home Insurance Policy.

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

“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 property to which this cover relates.

“Primary Home Insurance Policy” means the home insurance policy provided by Your Home Insurer which includes buildings and/or contents cover and must cover the property that is Your usual place of residence and shown in Your 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” means XL Catlin Insurance Company UK Limited

“You/Your/Insured” means the person(s) shown as the insured on the Policy Schedule.

ELIGIBILITY

To be eligible for cover under this policy;

- 1) You must be permanently resident within the Territorial Limits; and
- 2) You must be named as the Insured on Your Primary Home Insurance Policy under which there is an excess payable in the event of a Flood claim; and
- 3) Your Primary Home Insurance Policy must be for Your property situated within the Territorial Limits; and
- 4) You must pay the premium.

This policy is not valid if Your Primary Home Insurance Policy covers any kind of commercial or business activity unless We have agreed to include this in writing in advance.

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.

INFORMATION YOU HAVE GIVEN US

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

If We establish that You deliberately or recklessly provided Us with false 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 were careless in providing Us with the information We have relied upon in accepting this insurance and setting its terms and premium We may:

- i. treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if We provided You with insurance cover which We would not otherwise have offered; or
- 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; or
- iii. reduce the amount We pay on a claim in the proportion the premium You have paid bears to the premium We would have charged You.

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

If this policy is terminated in accordance with (1) or (2), We will refund any premium due to You in respect of the balance of the Period of Insurance.

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 insurance. If You do not inform Us about a change it may affect any claim You make or could result in Your insurance 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.

FAIR PROCESSING NOTICE

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 thirdparty 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 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 and Flood Excess process Your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies> and Flood Excess' privacy notice at <https://floodexcess.com/privacy-policy>.

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.

LAW AND JURISTITION

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by 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 provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

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.

WHAT IS COVERED BY THIS POLICY

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

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

If Your claim against the Primary Home Insurance Policy is unsuccessful We may still be able to consider Your claim. Examples of this would include:

- the Home 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 Home 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 We will assess a claim under this policy and provided You meet all the terms and conditions of Your Primary Home Insurance Policy, We will cover the cost of the Flood loss or damage to Your Property that is below the value of Your Primary Home Insurance Policy Flood Claim Excess.

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 Policy 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 Home Insurance Policy, Your 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 Home 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 register Your claim with Charles Taylor General Adjusting Services in accordance with "How to claim" condition;
- 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 Home Insurance Policy;

- 3) The incident that gave rise to the claim under Your Primary Home Insurance Policy happened before the Start Date of this policy or after this policy ends;
- 4) the property where the loss or damage occurred is not listed in the Policy Schedule;
- 5) a third party waived or reimbursed Your Flood Claim Excess amount due under Your Primary Home Insurance Policy;
- 6) Your claim under Your Primary Home Insurance Policy does not fall within its terms and conditions but Your Home Insurer settles Your claim on a goodwill or without prejudice basis;
- 7) Your claim under Your Primary Home Insurance Policy relates to loss or damage caused by:
 - a) earthquake;
 - b) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - c) confiscation, or nationalisation;
 - d) Act of Terrorism;
 - e) ionising radiations or contamination by radioactivity from the combustion of nuclear fuel;
 - f) caused by pressure waves of an aircraft or aerial device travelling at sonic or supersonic speed;
 - g) caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software, programme, malicious code, computer virus or process or any other electronic system.

We will not pay for any:

- (a) Cyber
 - loss, damage, liability, cost or expense caused 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)

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 Home Insurance Policy must be a current and valid policy that has been issued by a Home Insurer;
3. The Insured as shown on Your Flood Excess Insurance Policy Schedule must match the name of the Insured on Your Primary Home Insurance policy schedule/certificate.

HOW TO CLAIM

Irrespective of whether notice has been given to the Primary Home 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 Commercial 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 Household Insurer, Us or any third party involved in dealing with Your claim all assistance and documentation as may be required.

IF YOU NEED TO COMPLAIN

If You have any questions or concerns about this insurance 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.

If You wish to make a complaint, 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

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 weeks, You can refer Your complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

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

From within the United Kingdom

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

Telephone Number: +44 (0) 20 7964 1000
Fax: +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

XL Catlin Insurance Company UK Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if XL Catlin Insurance Company UK Limited cannot meet its 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, London, GL17 1DY) and on their website: www.fscs.org.uk