



## About our Services and Terms of Business

Modus Underwriting Ltd

PO Box 77621  
London  
EC3P 3EF

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### 1. Regulatory Information & Terms of Business (“Terms”)

The Financial Services Authority (“FCA”) is the independent watchdog that regulates financial services. It requires us to give you this document. We recommend that you carefully read these Terms – they describe some important rights and safeguards you have under the FCA’s regulatory regime and are also the terms that will apply to our appointment by you.

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### 2. Which insurance companies do we use?

We offer products from a range of insurers.

We only offer products from a limited number of insurers for buildings and contents insurance and rent guarantee insurance. Ask us for a list of insurers we offer insurance from.

We only offer products from a single insurer.

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### 3. Our Service

We will advise and make a recommendation for you after we have assessed your needs.

You will not receive advice or a recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

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### 4. The fees we charge for our services

A fee

No fee (we will be paid commission from the insurer)

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### 5. Who regulates us?

We are Modus Underwriting Ltd, an appointed representative of Advent Solutions Management Limited which is authorised and regulated by the FCA (FCA Registration No. 308751). You can check this by visiting the FCA’s website <http://www.FCA.gov.uk/register> or by contacting the FCA on 0845 606 1234.

Permitted Business: Our permitted activities are arranging insurance cover; dealing as agent and assisting with the administration and performance of policies – all in connection with general insurance.

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### 6. Are we covered by the Financial Services Compensation Scheme ("FSCS")?

Yes. You may be entitled to compensation from the scheme if we cannot meet our obligations, depending on the type of customer you are and, in the case of a business, the size of that business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim without upper limit. For compulsory classes of insurance (including third party motor and employers liability), insurance advising and arranging is covered for 100% of any claim, without upper limit. Further information about compensation scheme arrangements is available from the FSCS.

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### 7. What to do if you have a complaint

We aim to provide a high standard of service to you at all times. However, should you be unhappy with the service you receive and wish to register a complaint you can do so by:

- by writing (including email), to the Managing Director at PO Box 77621, London, EC3P 3EF and/or;
- by telephone: 0845 241 0950 or fax: 0207 648 000 or email: [enquires@floodexcess.com](mailto:enquires@floodexcess.com)

In all cases please quote your policy number or other reference we have given you. If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service. A summary of our complaints handling procedure for customers is available on request.

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### 8. Your legal duty to disclose information to us and insurance companies

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of the policy and when you renew it. It is important you ensure that all statements you make on any proposal form, claim forms or other document is full and accurate. Please note that if you fail to disclose any material information or change of circumstances to your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. We strongly recommend that the information provided is checked thoroughly prior to submission and that you keep a record of all correspondence supplied in relation to the arrangement of your insurance cover. Please also note that any renewal of insurance will be made in reliance upon the information provided by you in connection with your previous insurance policy – we will assume that such information remains correct unless you tell us otherwise.

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### 9. Confidentiality and Data Protection

All information about you of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance. We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan – this may include details of your payment record with us. We may also pass information about you to other companies which are in or are associated with our group. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you. If you do not wish to receive marketing information from us or them, or for us to disclose information about you to other parties for marketing purposes, please contact us immediately. In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded.

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### 10. Governing Law

These Terms are governed by and construed in accordance with the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.



## **About our Services and Terms of Business**

### **Statement of Demands and Needs**

If you have purchased our Flood Excess Insurance policy, this product meets the demands and needs of those seeking an indemnity against loss or damage to their property due to Flood. These needs are met now and for the term of your policy.