



# Landlord Excess Protection

Policy Wording

# Landlord Excess Protection Policy Wording

Please keep this policy document, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to.

This Landlord Excess Protection policy will run concurrently with **your landlord insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your landlord insurance policy** cover will be provided from the date **you** bought it and will end on the expiry date of **your landlord insurance policy** as detailed on **your policy schedule**.

## Who is your insurer?

This insurance is arranged by URIS Group Limited and underwritten by UK General Insurance Ltd on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www.fsc.gi/>.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk/>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

## Certification of cover

This policy wording combined with **your policy schedule** certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

## Important

Please keep this policy wording, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a **landlord insurance policy** with **your** broker. If **your landlord insurance policy** is cancelled for any reason, this policy will also be cancelled.

## Who administers your policy?

**We** have appointed URIS Group Limited to administer **your** policy, and Davies Group Limited to handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

## Language

**You** will notice that some words throughout this document are shown in bold type. These words are listed and defined in the 'Definitions' section at the end of this document.

Please contact **your** broker if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Please check that the information contained in this policy meets **your** requirements. If it does not, please contact **your** insurance broker who arranged this insurance for **you**.

## What does the policy cover and what will it pay out?

### Events

During the **period of insurance** and within the **territorial limits** this policy will provide cover in the event of a settled claim on **your landlord insurance policy** where **you** are unable to recover **your excess** from a third party.

This policy will only provide cover when the amount claimed on the **landlord insurance policy** exceeds the **excess** amount.

### Benefits

In the event of a valid claim this policy will pay the lesser of:

- **Your excess**; or
- The **policy limit**; or
- The difference between the total of any previous claims on this policy during the **period of insurance**, and the **policy limit**.

The maximum payable for the total of all claims made under this policy during the **period of insurance** is the **policy limit**.

## What is not covered?

The policy will not pay out for the following:

- Claims when the amount claimed on the **home insurance policy** does not exceed the **excess** amount;
- Any claim where the **excess** has been waived or where a third party has reimbursed **you** or made good any loss or damage in respect of which **you** have or would otherwise have claimed against **your home insurance policy**;
- Any claim under the **home insurance policy** which occurred prior to the **period of insurance** or where **you** were aware that a claim was pending;
- Any claim arising under the **home insurance policy** as a result of landslip, subsidence or heave;
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;
- Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
- Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.
- Infections or Contagious Disease  
Notwithstanding any other provision herein, **your** policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
  - (a) Infectious or contagious disease;
  - (b) Any fear or threat of (a) above; or
  - (c) Any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

## Conditions and limitations

The following conditions apply to **your** policy:

### Consumer Insurance (Disclosure and Representations) Act 2012

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to **us** is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim.

**You** must contact **your** broker immediately in the event that there is a change to **your** circumstances, as follows:

- i) **You** change **your** address;
- ii) **You** are convicted of a criminal offence or receive a police caution;
- iii) **You** have insurance refused, declined, cancelled or terms applied by another insurance provider.

### Transferring your interest in the policy

**You** cannot transfer **your** interest in the policy to anyone else.

## How to make a claim

If **you** want to make a claim on the policy please read this policy wording to check that the cause of the claim is covered and then follow the instructions below:

Please note **we** can only process **your** claim once **your** landlord insurance claim has been settled.

### Online

Visit the **administrator's** website at [www.urisgroup.co.uk/excess-protect-claim-form/](http://www.urisgroup.co.uk/excess-protect-claim-form/) and download a claim form which will provide details of the information required.

### By telephone

Contact the **administrator** on 0330 102 6055.

They will provide **you** a claim form including list of the documents or evidence that is required e.g. proof of **excess** paid.

Please send all completed claims forms and documentation to Niche Claims, PO Box 1392, Preston, PR2 0XE.

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of Watford Insurance Company Europe Limited.

## Claims conditions

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** ignore them.

### Process

In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy, and **you** must give the **administrator**, at **your** own expense, all the information **we** or they ask for about the claim e.g. proof of **excess** paid.

**We** have the right, at our expense and in **your** name to:

- Take over the defence or settlement of any claim against **you**;
- Start legal action to get compensation from anyone else; and/or
- Start legal action to get back from anyone else any payments that have already been made.

## Cancelling your policy

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by contacting **your** insurance broker.

If the policy is cancelled for any reason within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

**If the policy is cancelled for any reason after the first 14 days no refund of premium will be payable.**

### Insurer's right to cancel

This policy runs concurrently with **your landlord insurance policy**. If **your landlord insurance policy** is cancelled for any reason this policy will also be cancelled by **us**.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Fraud;
- Non-payment of premium;
- Threatening and abusive behaviour;
- If **you** otherwise cease to comply with the terms and conditions of this policy.

**Where we have cancelled your policy after the 14 day cooling off period then no refund of premium will be payable.**

## Termination of Cover

This insurance cover shall automatically terminate immediately upon the first to occur of the following:

- The expiry of the **period of insurance**;
- Upon cancellation of the policy by **you** or **us**;
- If **you** do not pay the premium;
- If **we** are prohibited by law from continuing to provide cover or services to **you** under this policy; or
- The underlying **landlord insurance policy** is cancelled.

## Customer service and complaints

### Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact **your** insurance broker who arranged this insurance for **you**.

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

### Questions or complaints about your policy or the handling of your claim

If **you** have any questions or concerns about the handling of a claim, **you** should contact the **administrators** at:

Niche Claims  
PO Box 1392  
Preston  
PR2 0XE

Email: [specialistclaims@davies-group.com](mailto:specialistclaims@davies-group.com).

Telephone: 0330 102 6055 (all calls are recorded for training, compliance, claims and counter fraud purposes).

All calls are recorded for training, compliance, claims and counter fraud purposes. Please ensure **your** claim number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.  
From a landline: 0800 023 4567 from a mobile: 0300 123 9123.  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

## ONLINE DISPUTE RESOLUTION PORTAL

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

## Legal and regulatory information

### Premiums and claims – your rights

Please note that once **you** have paid **your** premium to the insurance broker, **we** treat it as having been received by **us**.

### Law

This policy is governed by the laws of England and Wales

### Fraudulent Claims

If **you** make any request for a payment under this policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to have known it to be fraudulent or false, this policy shall become void and any premiums paid hereunder shall be forfeited and **we** shall be entitled to recover any monies previously paid.

In the event that **we** suspect that any claim is fraudulent or false or **we** suspect there is any collusion between any parties, **we** may contact and access information held by the Insurance Fraud Bureau or other fraud prevention agencies to determine if fraud has been reported before, if this has been investigated and if fraud was detected. If the Insurance Fraud Bureau confirm that **you** have been involved in insurance fraud, this policy shall become void and any premiums paid hereunder shall be forfeited and **we** shall be entitled to recover any monies previously paid.

### UK General Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

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 agents, 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.

### **UK General'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://ukgeneral.com/privacy-policy> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

### **Watford Insurance Company Europe Limited Information Notice**

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <https://www.watfordre.com/privacy-policy/>.

### **Financial Services Compensation Scheme**

If Watford Insurance Company Europe Limited cannot meet their obligations, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about the compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

## **Definitions**

Certain words throughout this document are defined words and are shown in **bold**. These are listed and defined below.

### **Administrator**

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332. Davies Group Limited handle claims on behalf of the **insurer**.

### **Computer virus**

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

### **Electronic data**

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

### **Excess**

The amount which **you** are required to pay under the terms and conditions of **your landlord insurance policy** following a claim on that policy.

### **Insured residence**

The **UK** address as detailed in **your policy schedule**.

### **Landlord insurance policy**

The **landlord insurance policy** that has been issued to **you** for your **insured residence**.

### **Period of insurance**

This policy will run concurrently with **your landlord insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your landlord insurance policy**, cover will be provided from the date **you** bought it and will end on the expiry date of **your landlord insurance policy** as detailed on **your policy schedule**.

### **Policy schedule**

The document which forms part of the **landlord insurance policy** contract alongside which **you** bought this policy. It contains **your** name and address.

### **Policy limit**

£150, £300, £500 or £1,000 (depending on the premium paid as detailed in **your** welcome pack) being the maximum amount payable by **us** in respect of any one claim and in aggregate for all claims made during any **period of insurance**.

### **Territorial limits**

Unless stated otherwise this policy only provides cover in the **United Kingdom**.

### **United Kingdom/UK**

Means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

### **We/us/our/insurer**

UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited.

### **You/your**

The person whose name is shown on the **policy schedule** as the insured person.