

Home Insurance Excess Protection Policy Wording

Introduction

Thank you for choosing **Our** Home Insurance Excess Protection Policy. The information in this policy wording contains important information and **We** have tried to make it as easy as possible to understand. Please take time to read through it and contact **Us** if **You** need any further information.

Selling Broker

An intermediary authorised and regulated by the Financial Conduct Authority, who is acting on behalf of the customer and able to advise upon, sell and administer general insurance products in the UK. Please check the **Certificate of Insurance** for details of the selling broker.

Marketing Intermediary

Strategic Insurance Services Limited (FCA number **307133**), which is authorised and regulated by the Financial Conduct Authority to carry out general insurance mediation business activities in and from within the United Kingdom. **Strategic Insurance Services Limited** deals with the selling broker in relation to this insurance.

Insurer

This insurance is arranged by **Strategic Insurance Services Limited** and is underwritten by **Astrenska Insurance Limited**. **Astrenska Insurance Limited** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No. **202846**. Registered in England No. **1708613**. Registered Office: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU.

WHAT MAKES UP THIS POLICY?

This policy wording and the **Certificate of Insurance** must be read together as they form **Your** insurance contract.

INSURING CLAUSE

This is a contract of insurance between **You** and the **Insurer**. In consideration of payment of the premium, the **Insurer** will indemnify or otherwise compensate **You** against financial loss as described in and subject to the terms, conditions, limits and exclusions of this policy, occurring or arising during the **Period of Insurance** or any subsequent period for which the **Insurer** agrees to accept a renewal premium.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- Supply accurate and complete answers to all the questions we or the selling 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
- Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

JURISDICTION AND LAW

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

Cooling off Period

Your selling broker will refund **Your** premium in full if, within 14 days, **You** decide that it does not meet **Your** needs or that **You** do not want this policy, provided **You** have not reported a claim. The 14 day statutory cancellation right applies from the date the contract is entered into, or from the date that contract documents are received, whichever is the later. Once the 14 days has expired, **You** have the right to cancel this insurance, however, no refund of premium will be due to **You**.

If **You** wish to request a cancellation then please contact **Your** selling broker from whom **You** purchased this policy

Our right to cancel

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- Fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Definitions

Where **We** explain what a word means that word will be highlighted in bold print and will have the same meaning wherever it is used in the policy.

Annual Aggregate Limit

The maximum amount payable in the **Period of Insurance** as shown in **Your Certificate of Insurance**.

Certificate of Insurance

This forms part of this policy document and contains the name of the **Policyholder** and gives details of the cover provided by this policy.

Excess

The amount **You** are responsible for/have to pay under **Your Home and/or Contents Insurance Policy**.

Home and/or Contents Insurance Policy

Your insurance policy covering the buildings and outbuildings of **Your Main Residence** and/or the contents thereof issued by an authorised and regulated UK insurer.

Home Insurer

An authorised UK **Home Insurer**.

Imminent Claim

An **Incident** that could give rise to a claim under this policy that **You** are or were aware of prior to the inception date of this policy that was to be or had just been reported under **Your Home and/or Contents Insurance Policy**.

Incident

A claim occurrence under **Your Home and/or Contents Insurance Policy** during the **Period of Insurance**.

Main Residence

Where **You** and **Your** family reside in the UK; where **You** are on the electoral role; the one in which **You** spend most time and is the subject of **Your Home and/or Contents Insurance Policy**.

Partner

Your spouse or someone of either sex with whom **You** have a permanent relationship.

Period of Insurance

The period for which **We** have accepted the premium as stated in **Your Certificate of Insurance**.

Waived or Reimbursed

Where a third party has already made good the **Excess** shown in the schedule of **Your Home and/or Contents Insurance Policy**.

We/Us/Our/Insurer

Astrenska Insurance Limited. Registered in England No. 1708613. Registered Office: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

You/Your/Insured Person/Policyholder

The person whose name appears on **Your Certificate of Insurance**.

Cover Provided

1. Cover is provided for the **Excess** that **You** are responsible for following the successful settlement of any claim for **Your** home and/or contents under **Your Home and/or Contents Insurance Policy**.
2. Cover will only operate when, following the successful claim, the claim amount exceeds the **Excess** of **Your Home and/or Contents Insurance Policy**.
3. The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown in **Your Certificate of Insurance**. Once the **Annual Aggregate Limit** is exhausted this policy is automatically cancelled and **You** are then liable for all and any future **Excess** payments as defined in **Your Home and/or Contents Insurance Policy**.

What Is Not Covered (Exclusions)

1. Any claim that **Your Home and/or Contents Insurance Policy** does not respond to or where the claim amount does not exceed the **Excess** of **Your Home and/or Contents Insurance Policy**.
2. Any claim that is refused under **Your Home and/or Contents Insurance Policy**.
3. Any claim under **Your Home and/or Contents Insurance Policy** which occurred prior to the **Period of Insurance** as shown on **Your Certificate of Insurance** that **You** were aware was an **Imminent Claim**.
4. Any claim notified to **Us** more than 31 days following the successful settlement of **Your** claim under **Your Home and/or Contents Insurance Policy**.
5. Any contribution or deduction from the settlement of **Your** claim against **Your Home and/or Contents Insurance Policy** other than the stated policy **Excess**, for which **You** have been made liable.
6. Any claim that has been **Waived or Reimbursed**.
7. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
8. Any claim arising from subsidence, landslip or heave.
9. Any claim resulting from war and terrorism.
10. Any claim resulting from:
 - ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel; or
 - radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

Conditions Applicable

1. **Your Home Insurance Excess Protection Policy** will continue to respond for the **Period of Insurance** or until **Your Annual Aggregate Limit** is exhausted: whichever comes first.
2. **Your Home and/or Contents Insurance Policy** must be maintained, current and valid.
3. **Your Home and/or Contents Insurance Policy** must either be in **Your** name or the name of **Your Partner** with **You** named on the schedule.
4. In the event that any misrepresentation or concealment is made by **You** or on **Your** behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.
5. Right of Recovery - **We** can take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this policy.
6. Other Insurance - If **You** were covered by any other insurance for the **Excess** payable following the **Incident**, which resulted in a valid claim under this policy, **We** will only pay **Our** share of the claim.
7. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
8. **We** will only give **You** the cover that is described in this policy if **You** have complied with the terms and conditions under **Your Home and/or Contents Insurance Policy** and all the terms and conditions of this insurance policy, as far as they apply.
9. If any claim under this Policy is in any respect fraudulent or unfounded, all benefit paid and/or payable in relation to that fraudulent claim shall be forfeited and recoverable. **We** shall not be liable to you in respect of a relevant claim occurring after the time of the fraudulent act. For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to claims occurring before the time of the fraudulent act are unaffected; and
 - **We** need not return any Premiums paid
 - **We** may share information about the circumstances with other organisations, public bodies, authorities and law enforcement agencies for criminal investigation
10. This insurance is only valid if **You** are a permanent resident in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
11. **We** have the right to approach any third party in relation to **Your** claim.

How to Make a Claim

Your claim will be handled on the insurer's behalf by Davies Group Limited.

If **You** have access to the internet:

Visit **Our** claims website: www.excessprotectionclaims.davies-group.com where **You** will be able to register **Your** claim. **Our** internet solution is the quickest and easiest way to submit **Your** claim to **Us**.

If **You** do not have access to the internet:

Please call Davies Group Limited on 0344 856 2359 to notify **Us** of **Your** claim. Please note that a postal claim may take significantly longer to settle than an online claim; especially if **We** need to write to **You** to request additional information.

Complaints Procedure

We do everything possible to make sure that **You** receive a high standard of service. If **You** are not satisfied with the service that **You** receive, **You** should address **Your** enquiry/complaint to:

For sales complaints:

Please contact your selling Broker.

For claim complaints:

Please call 0344 856 2015 or alternatively email customer.care@davies-group.com

Please provide full details of **Your** policy and in particular **Your** policy/claim number to help **Your** enquiry to be dealt with speedily.

If **Your** complaint is not resolved **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (Ombudsman):

The Financial Ombudsman's Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Astrenska Insurance Limited is a member of the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

How we use the information about you

As a data controller, **We** collect and process information about **You** so that **We** can provide **You** with the products and services **You** have requested. **We** also receive personal information from **Your** agent on a regular basis while **Your** policy is still live. This will include **Your** name, address, risk details and other information which is necessary for **Us** to:

- Meet **Our** contractual obligations to **You**;
- issue **You** this **Insurance Policy**;
- deal with any claims or requests for assistance that **You** may have
- service **Your** policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in **Your** policy being cancelled or treated as if it never existed.

In order to administer **Your** policy and deal with any claims, **Your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators and claims management organisations where they provide administration and management support on **Our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that **Your** information remains safe and secure.

We will not share **Your** information with anyone else unless **You**

agree to this, or **We** are required to do this by **Our** regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information **We** have collected from **You** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **Your** identity. If fraud is detected, **You** could be refused certain services, finance, or employment. Further details of how **Your** information will be used by **Us** and these fraud prevention agencies and databases, and **Your** data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy

Processing your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that **We** have with **You**;
- is in the public or **Your** vital interest: or
- for **Our** legitimate business interests.

If **We** are not able to rely on the above, **We** will ask for **Your** consent to process your data.

How we store and protect your information

All personal information collected by **Us** is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that **We** can meet our regulatory obligations or to deal with any reasonable requests from **Our** regulators and other authorities.

We also have security measures in place in our offices to protect the information that **You** have given **Us**.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that **We** hold about **You**. If **You** would like a copy of some or all of **Your** personal information please contact **Us** by email or letter as shown below:

Sussex House
Perry Mount Road
Haywards Heath
Sussex RH16 1DN

E: data.protection@collinsongroup.com

This will normally be provided free of charge, but in some circumstances, **We** may either make a reasonable charge for this service, or refuse to give **You** this information if your request is clearly unjustified or excessive.

We want to make sure that **Your** personal information is accurate and up to date. **You** may ask **Us** to correct or remove information **You** think is inaccurate.

If **You** wish to make a complaint about the use of **Your** personal information, please contact **Our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>

Financial Crime Policy Statement

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance We** may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the **Certificate of Insurance**. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.