

HOME EXCESS PROTECTION INSURANCE

Insurance Policy

Introduction

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

Selling Broker

An FCA authorised intermediary, who is acting on behalf of the customer and able to, sell and administer general insurance products in the UK. Please check the **Policy Schedule** for details of the selling broker.

Intermediary and Claims Handler (the Administrator)

Virtual Insurance Products Limited t/a Jackson Lee Underwriting (FCA number 307038), which is authorised and regulated by the Financial Conduct Authority (or equivalent) to carry out general insurance mediation business activities in and from within the United Kingdom.

Insurer

This product is underwritten Fortegra Insurance UK Limited (“**we**”, “**us**” or “**our**” in this Policy Document), registered in England, No. 15182608. Registered Office: 20 Fenchurch Street, 5th Floor, London, England, EC3M 3BY. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 1007149. Details about the extent of the underwriter’s regulation by the Prudential Regulation Authority are available from the underwriter on request.

What Makes up this Policy?

This policy wording and the **Policy Schedule** must be read together as they form **Your** insurance contract.

Insuring Clause

In consideration of payment of the premium, **We** 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 **We** agree to accept a renewal premium.

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 cancel then please contact the selling broker from whom **You** purchased this policy.

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.

“Administrator” - Jackson Lee Underwriting, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon TQ9 6LR. Virtual Insurance Products Limited trading as Jackson Lee Underwriting are authorised and regulated by the Financial Conduct Authority. Firm reference number 307038.

“Annual Aggregate Limit” means the maximum amount payable in the **Period of Insurance** as shown in **Your Policy Schedule**.

“Excess” means the amount **You** are responsible for/have to pay under the terms of **Your Home Insurance Policy**.

“Home and/or Contents Insurance” means **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 Insurance Policy” means **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.

“Imminent Claim” means 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 Insurance Policy**.

“Incident” means a claim occurrence under **Your Home Insurance Policy** during the **Period of Insurance**.

“Main Residence” means where **You** and **Your** family reside in the UK; the one in which **You** spend most time and is the subject of **Your Home and/or Contents Insurance**.

“Partner” is an adult who has been permanently living with **You** at the same address for more than six months (who is not a relative).

“Period of Insurance” means the period for which **We** have accepted the premium as stated in **Your Policy Schedule**.

“Policy Schedule” forms part of this policy document and contains the name of the **Policyholder** and gives details of the cover provided by this policy.

“Waived or Reimbursed” means where a third party has already made good the **Excess** shown in the schedule of **Your Home Insurance Policy**.

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Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

“You/Your/Insured Person/Policyholder” means the person whose name appears on your **Policy Schedule**.

Cover Provided

1. Cover is provided for the **Excess** that **You** are responsible for following the successful settlement of any claim under **Your Home Insurance Policy**.
2. Cover will only operate when the **Excess** of **Your Home Insurance Policy** is exceeded and following the successful claim payment.
3. The maximum amount payable under this policy will be the **Annual Aggregate Limit** as shown in **Your Policy Schedule**. 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 Insurance Policy**.

What is not Covered (Exclusions)

1. Any claim that **Your Home Insurance Policy** does not respond to or the **Excess** thereunder is not exceeded.
2. Any claim that is refused under **Your Home Insurance Policy**.
3. Any claim under **Your Home Insurance Policy** which occurred prior to the **Period of Insurance** as shown on **Your Policy Schedule** that **You** were aware was an **Imminent Claim**.
4. Any claim notified to the **Administrator** more than 31 days following the successful settlement of a claim under **Your Home Insurance Policy**.
5. Any contribution or deduction from the settlement of **Your** claim against **Your Home Insurance Policy** other than the stated policy **Excess** for which **You** have been made liable.
6. Any **Excess** 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 resulting from war and/or terrorism.
9. 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** Excess Protection Insurance will remain valid for the **Period of Insurance** or until **Your Annual Aggregate Limit** is exhausted, whichever comes first.
2. **Your Home Insurance Policy** must be maintained, current and valid.
3. The **Policyholder** must be named on the schedule of the **Home Insurance Policy** and **We** accept that if the **Home Insurance Policy** is in **Your Partner's** name, this policy will apply.
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 may be void 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** are covered by any other insurance for the **Excess** payable following the **Incident**, which results in a valid claim under this policy, **We** will only pay **Our** proportionate 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 Insurance Policy** and all the terms and conditions of this insurance policy, as far as they apply.
9. If **You** make a claim under this policy that is found to be false or fraudulent in any way, the policy may be void and any claim will not be paid.
10. This insurance is only valid if **You** are a permanent resident of the United Kingdom (England, Wales, Scotland, Northern Ireland).
11. **We** have the right to approach any third party in relation to **Your** claim.

Cancelling Your Cover

We hope that **You** will be happy with **Your** insurance policy. However, if the policy does not meet **Your** needs **You** have 14 days from the date the contract is entered into or from the date **You** received **Your** policy documents (whichever is the later) to cancel the policy and get a full refund. (**We** will not give **You** a refund if **You** have reported a claim).

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 cancel then please contact the selling broker from whom **You** purchased this policy.

The Insurers' Cancellation Rights

We reserve the right to cancel this policy by giving **You** seven days' notice in writing, which **We** will send by recorded delivery to the most recent address **We** have for **You**. Examples of when **We** might do this may include **Us** discovering that **You** are no longer eligible for cover.

We reserve the right to cancel this policy immediately if **You** commit fraud.

How to Make a Claim

The claim process has been specifically designed to make it as quick and efficient as possible to process and handle **Your** claim.

Please call the **Administrator** on 0330 111 3093 to notify them of **Your** claim. The lines are open Monday to Friday between 9am and 5pm (excluding bank holidays). Some initial details will be taken and **You** will then be sent a claim form to complete and return along with supporting documentation that will be specified to **You**. When calling, please have **Your** policy number to hand. *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.*

Failure to follow these steps may delay or jeopardise the payment of **Your** claim.

Complaints Procedure

We are committed to treating **Our** customers fairly, however, **We** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list:

For sales complaints: please contact **Your** selling broker.

For claim complaints please contact the **Administrator**:

Operations Director
Jackson Lee Underwriting
The Estate Office, Shadrack
Berry Pomeroy, Totnes, Devon
TQ9 6LR
info@jacksonleeunderwriting.co.uk
Tel: 0330 111 3093

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

The **Administrator** will acknowledge **Your** complaint promptly.

The **Administrator** will look to:

- Try to resolve **Your** complaint by the end of the next working day. If they are unable to do this they will write to **You** within 5 working days.
- Tell **You** the name of the person managing the complaint when they send the acknowledgement letter; and
- Aim to resolve **Your** complaint within 20 working days. If this is not possible for any reason they will write to let **You** know when they will contact **You** and provide **You** with the final response.

Financial Ombudsman Service

If **You** are still not happy with the **Administrator's** final decision or if **You** have not received the final decision within 8 weeks of the **Administrator** receiving **Your** complaint **You** can pass **Your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation and will review **Your** case.

Their address is:
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Phone: 0800 023 4567

You can visit the Financial Ombudsman Service website at:

www.financial-ombudsman.org.uk

Following the complaints procedure does not affect **Your** rights to take legal proceedings.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** obligation to **You** under this contract. Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY. Tel: 0800 678 1100 (Freephone) or 020 7741 4100. Website: www.fscs.org.uk.

Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

Law and Jurisdiction

Unless specifically agreed to the contrary this policy is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales (unless **You** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

Sanctions

We shall not be deemed to provide cover and **We** 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 **Us** 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.

Third Party Rights

Except where otherwise required by law, **You** and **We** have agreed that:

- it is not intended for any third party to this policy to have the right to enforce the terms of this policy; and
- **You** and **We** can rescind or vary the terms of this policy without the consent of any third party to this policy who might seek to assert that they have rights under this policy.

Regulatory Details

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Your Personal Information

The **Administrator** (defined in the policy wording as Jackson Lee Underwriting) will collect and maintain personal information in order to administer this policy and provide the service detailed within this policy wording. All personal information is safeguarded with appropriate levels of security.

The **Administrator** will only share **Your** information in the following circumstances:

- It is with the underwriter of this policy.
- It is with the agents which sold this policy.
- It is allowed by law.
- It has been authorised by **You**.
- It is provided to recovery operators, claims administrators and investigators, credit reference agencies, anti-fraud databases, solicitors, public and regulatory bodies or other suppliers as required to fulfil **Our** obligations in this policy wording. **Your** information will be limited to the minimum information ordinarily required.

The **Administrator** will not use **Your** data or pass it to any other party for marketing products or services to **You** unless **You** have given consent.

You have the right to ask for a copy of any personal information the **Administrator** holds about **You**. **You** also have the right to ask the **Administrator** to correct mistakes, change the way they use **Your** information, or even delete it. The **Administrator** will either do what **You** have asked, or explain why they are unable to do so – usually because of a legal or regulatory reason.

In most cases, the **Administrator** will only keep **Your** information for as long as the regulations say they have to. **We** typically keep policy and claims records for up to 8 years from the end of **Our** relationship with **You**.

Enquiries in relation to data held by Jackson Lee Underwriting or for a full copy of their privacy policy please contact: Jackson Lee Underwriting, The Estate Office, Shadrack, Berry Pomeroy, Totnes, Devon, TQ9 6LR. Email: info@jlunderwriting.co.uk

Your insurance adviser will have their own uses for **Your** personal data. Please ask **Your** insurance adviser if **You** would like more information about how they use **Your** personal information.

Privacy Notice

Fortegra Insurance UK Limited (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which **We** process **Your** personal data.

How We Use Your Personal Data

We may use the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may collect and use special categories of data from **You** for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) of the Data Protection Act 2018. **We** may also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer **Your** personal data to destinations outside of the UK or the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the UK or EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiration of the policy, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Insurance UK Limited, 20 Fenchurch Street, 5th Floor, London, England EC3M 3BY or via email at dpofficer@fortegra.eu.