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landlord home emergency insurance policy

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY

All potential claims must be reported to Our Claims Helpline which operates 24 hours a day, 365 days a year.

EMERGENCY CLAIMS HELPLINE SERVICE 01384 884040

MAINTENANCE OF YOUR PROPERTY: IT IS VERY IMPORTANT TO REMEMBER THAT YOUR LANDLORD EMERGENCY POLICY IS NOT A SERVICE OR MAINTENANCE POLICY AND AS A PROPERTY OWNER, IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU UNDERTAKE REGULAR GENERAL MAINTENANCE OF THE PROPERTY AND REGULAR SERVICING OF APPLIANCES.

HOW TO ARRANGE ASSISTANCE AND MAKE A CLAIM

1. Telephone the Claims Helpline Service quoting with whom the insurance was arranged and provide details of the problem.
2. The Claims Helpline Service will obtain a suitable Contractor.
3. The Claims Helpline Service and the Contractor will use their discretion as to when and how the Emergency Work is undertaken.
4. You must ensure that whilst the Contractor is at the Property an appropriate person to authorise any work is also present.
5. The Contractor will charge the cost of all Emergency Work covered by the insurance directly to Us.
6. You will be asked to pay the cost of:-
 - a) call-out charges if there is no one at the Property when the Contractor arrives or where no cover is operative under this policy.
 - b) all charges in excess of the Claim Limits.
 - c) any additional costs incurred at Your request in fitting replacement parts or components of a superior specification to the original.

IF YOU NEED TO MAKE A CLAIM

CAPITALISED WORDS

Capitalised words and phrases that appear in the wording below have a special significance. To aid Your understanding, these are set out within the full definitions in a separate section of this policy.

WHAT IS AN EMERGENCY?

For cover to apply under this policy, the situation that arises must fall within the definition of an Emergency.

For Your ease of reference, we repeat the definition of an Emergency below.

A sudden and unforeseen situation which if not dealt with quickly and without sensible intervention by You or the tenant would:-

- i) render the Property unsafe or insecure; or
- ii) damage or cause further damage to the Property; or
- iii) cause excessive discomfort, risk or difficulties for or to You.

NOTIFICATION OF YOUR CLAIM

In the event of an Emergency occurring at Your Property, Telephone the Claims Helpline Service quoting with whom the insurance was arranged and provide details of the problem.

Where an Emergency arises under this policy, cover is conditional upon the grant of access to the Property by the Contractor within 24 hours of the notification of Your claim.

Thereafter, Your claim will not be considered to be an Emergency under this policy.

VALIDATING YOUR POLICY

Where it is not possible to validate Your claim at the time of initial notification, You may be required to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance.

MATERIAL DAMAGE POLICIES

This policy is only in respect of Property Emergency Assistance and cannot assist with any other insurance matter. It does not take the place of Your Material Damage Insurance. If the situation is not an Emergency likely to cause insecurity, excessive discomfort, risk or difficulties, You should telephone Your Buildings insurer direct for claims assistance and advice.

MAINTENANCE OF YOUR PROPERTY

It is a requirement of this policy that You are able to evidence that an annual boiler inspection and service has been carried out on the boiler in the Property. You must also have carried out any recommended maintenance work following such an inspection of the boiler.

DEFINED WORDS IN YOUR POLICY

The words or expressions detailed below have the following meaning wherever they appear in this policy.

ADMINISTRATION AGENT

Auto Legal Protection Services Limited (ALPS), registered in England No. 3676991. Registered Office: Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ

ALPS is authorised and regulated by the Financial Conduct Authority (FCA). This can be checked on the Financial Services register by visiting the FCA's website at www.fca.org.uk/register

CLAIM LIMIT(S)

We will pay a maximum of £500 in respect of any one claim and a maximum of £1000 during any one Period of Insurance.

For Emergency Work the cost shall be limited to the call-out charges, one hour's labour, parts and materials, subject to the maximum amount of £500 per claim.

CONTRACTOR

A qualified person approved and instructed by the Claims Helpline Service to undertake Emergency Work. (This may include a Local Authority in the case of Pest Infestation).

EMERGENCY

A sudden and unforeseen situation which if not dealt with quickly and without sensible intervention by You or the tenant would:-

- i) render the Property unsafe or insecure; or
- ii) damage or cause further damage to the Property; or
- iii) cause excessive discomfort, risk or difficulties for or to You.

EMERGENCY WORK

Work undertaken by the Contractor to resolve an Emergency by completing a Temporary Resolution or Repair (or a Permanent Repair where this can be done at a similar cost) in respect of the occurrences covered by this insurance subject to the policy Claim Limits. In relation to Pests, this shall mean the removal or control thereof.

HELPLINE

The Claims Helpline Service is operated by LIMemergency.

INSURED PERSON, YOU, YOUR

The person or company who has paid the premium and is named in the Schedule as the Insured Person.

INSURER

UK General Insurance Limited on behalf of Ageas Insurance Limited.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fsa.gov.uk/pages/register or by contacting them on 0845 606 1234. UK General Insurance Limited registration number is 310101.

PERIOD OF INSURANCE

The Period of Insurance shown in the Schedule.

PERMANENT REPAIR

Repairs or work required to permanently resolve the reason for the Emergency occurring.

PRIMARY HEATING SYSTEM

The principal central heating and hot water systems excluding any form of solar heating system and non-domestic central heating boiler or source.

PROPERTY

The private residence owned by You but let to tenants.

SALES AGENT

The Agent appointed by ALPS to transact this Insurance with You.

SCHEDULE

The document which shows details of You and this insurance and is attached to and forms part of this policy.

SERVICE

All attempts made by Us and the Contractor to rectify, repair, limit or prevent damage in respect of the items covered by this policy following an Emergency.

TEMPORARY RESOLUTION OR REPAIR

A resolution or repair which will resolve an Emergency but will need to be replaced by a Permanent Repair.

TERRITORIAL LIMITS

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

UNECONOMICAL

Where the cost to repair the item (including parts and labour) is greater than 75% of the cost of replacing the item as new.

WE, US, OUR

The Insurer and/or Legal Insurance Management Limited, the Coverholder or the Authorised Professional.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at www.fsa.gov.uk/pages/register or by contacting them on 0845 606 1234.

WHAT THIS INSURANCE COVERS

This policy will cover Emergency Work where one or more of the following has occurred in the Property:

(Section 1) Plumbing and Drainage	
What is Covered?	What is Excluded?
<ol style="list-style-type: none"> 1) Damage to or failure of the plumbing and drainage system where internal flooding or water damage is a likely consequence. 2) Blocked toilet. 3) Blocked external drains within the boundaries of the Property where this can be resolved by jetting. 	<ol style="list-style-type: none"> 1) the replacement of water tanks, cylinders, and central heating radiators; external WC's; external pipes, taps and overflows not causing internal water damage; 2) blocked toilets where this has been caused as a consequence of wilful misuse; 3) Saniflo systems or other macerator based systems; 4) all public sewers, drains and pipe work which are maintained by local utilities or service undertakings; 5) descaling and any work arising from hard water scale deposits; 6) dripping taps or systems where water is safely escaping down a drain or the failure of waste disposal units; 7) external overflows unless internal damage is a likely consequence or the leakage of water from swimming pool or hot tubs; 8) the repair of domestic appliances that are leaking water, other than from external fixed pipe work and where an isolator cannot be located and the whole water supply is forced to be switched off.
(Section 2) Internal Electricity, Gas, and Water Supplies	
What is Covered?	What is Excluded?
<ol style="list-style-type: none"> 1) Electricity failure of at least one complete circuit. 2) Gas leak. 3) Water supply system failure. 	<ol style="list-style-type: none"> 1) repair work to or the cost of replacing lead pipework; 2) the interruption or disconnection of public services to the Property however caused, or the failure, breakdown or interruption of the mains electricity or water or gas supply system; 3) external lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs; 4) electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration system for swimming pools and any leisure equipment; 5) descaling and any work arising from hard water scale deposits; 6) photovoltaic systems.
(Section 3) Security	
What is Covered?	What is Excluded?
<ol style="list-style-type: none"> 1) External lock failure or damage. 2) External door failure or damage. 3) External window failure or damage. 	<ol style="list-style-type: none"> 1) internal locks, doors, glass, external garages or outbuildings; 2) any damage caused by the Contractor in gaining access to the Property; 3) window locks; 4) doors subject to swelling.
(Section 4) Lost Key	
What is Covered?	What is Excluded?
<p>Loss of the only available key to the Property which cannot be replaced and normal access cannot be obtained.</p>	<ol style="list-style-type: none"> 1) The loss of keys to internal doors, garages and outbuildings. 2) Any damage caused by the Contractor in gaining access to the Property.
(Section 5) Primary Heating System	
What is Covered?	What is Excluded?
<p>The Primary Heating System has failed or broken down completely.</p>	<ol style="list-style-type: none"> 1) Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt); 2) Lighting of boilers or the correct operation or routine adjustment of time or temperature controls; 3) Any form of solar heating systems; 4) Power flushing or descaling; 5) The replacement of water tanks
(Section 6) Pest Infestation	
What is Covered?	What is Excluded?
<ol style="list-style-type: none"> 1) Wasp nests. 2) Hornet nests. 3) House mice. 4) Field mice. 5) Rats. 6) Cockroaches 	<p>Where the infestation is not directly affecting the living areas of the Property.</p>

GENERAL POLICY EXCLUSIONS

We shall not be liable for costs arising from or in connection with:

1. circumstances known to You prior to the commencement date of this insurance;
2. any claim which has not been accepted under this policy;
3. any boiler where no annual boiler inspection and service has been carried out by an engineer on the Gas Safe Register, or where any recommended maintenance work has not been carried out following such an inspection of the boiler;
4. any system, equipment including boilers or facility which has not been properly installed or maintained in accordance with the manufacturer's instructions, or it has been incorrectly used or modified, or has been tampered with, or which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect;
5. replacement or adjustment to any decorative or cosmetic part of any equipment;
6. garages, out-buildings, leisure equipment, cesspits, septic tanks or fuel tanks;
7. wilful act or omission or lack of maintenance or neglect by You;
8. claims in the 7 days immediately following Your first occupation of the Property, or claims in the 7 days immediately following Your reoccupation of the Property where there has been no authorised person residing for 30 consecutive days or more;
9. materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty;

10. any other costs or damage that are indirectly caused by the event that led to Your claim, unless specifically stated in this policy;
11. claims arising within 14 days of the date of commencement of this insurance unless You held equivalent insurance immediately prior to the commencement of this policy;
12. any consequences of riot, strike, lock-out, civil commotion, labour disturbances, war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
13. (a) loss or damage to any Property, or any resulting loss or expense;
(b) any claims directly or indirectly caused by, or contributed to, by, or arising from:-
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly;
 - iii) pollution or contamination of any kind whatsoever;
14. any Permanent Repair costs which exceed those that would be incurred in carrying out a Temporary Resolution or Repair;

CONDITIONS OF YOUR POLICY

ALTERATION OF RISK

You must notify Your Agent as soon as possible if there are changes that may affect this insurance, for example:-

- The Property is no longer let to a Tenant for residential purposes only.
- You change the address of the Property.
- You sell a Property covered by this policy.
- You purchase an additional Property that You wish to be covered by this policy.

We will then reassess Your cover and premium. If You do not notify Us about any of these changes We may:-

1. have charged You the incorrect premium and or applied an incorrect cover;
2. decline Your claim; or
3. declare this policy void.

CLAIMS

To ensure an accurate record Your telephone conversation may be tape recorded.

All requests for assistance must be made to the Claims Helpline Service and not to the Contractors direct otherwise the Work will not be covered.

Provided that the Emergency Work is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the Property or otherwise making the provision of the Emergency Work impossible.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond Our control. In the event of this occurring We will ensure that Your Property is safe and if required the Contractor will provide You with a quotation for a suitable repair.

Please note that if You should engage the services of a contractor prior to making contact with the Claims Helpline Service any costs that You incur are not covered by this insurance.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.

OBSERVANCE

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

RECOVERY OF COSTS

We may take proceedings at Our own expense in Your name to recover any sums paid under this insurance.

FRAUDULENT OR EXAGGERATED CLAIMS

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent or exaggerated.

DATA PROTECTION ACT 1998

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned herein.

You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively, to protect Your interests, or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

NOTICES

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

DUE CARE

You must take due care to maintain the Property and its equipment in good order and take all necessary precautions to prevent loss, damage or the unnecessary accrual of costs.

Where a Temporary Resolution or Repair has been carried out, the onus will be upon You to carry out repairs or work to permanently resolve the reason for the Emergency occurring. Should You fail to carry out the Permanent Repair a Contractor will not be appointed to undertake any further Emergency Work.

CANCELLATION

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Agent within fourteen (14) days of issue and We will refund Your premium provided You have not submitted a claim.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to the Policyholder at their last known address. In such circumstances, We will return the unexpired portion of the premium for the period of cover. You may cancel the cover at any time but will not be entitled to the return of any of the premium other than within the first 14 days following issue of the policy. We reserve the right to cancel Your policy based on evidence of Service abuse.

CLAIMS HELPLINE SERVICE

All potential claims must be reported initially to the Claims Helpline Service for advice and support.

Emergency Claims Helpline Number: 01384 884040.

We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

LAW

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Insured Person's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

COMPLAINTS PROCEDURE

COMPLAINTS ABOUT THE SALE OF THIS INSURANCE

ALPS are committed to providing you with the highest standard of service and customer care. We realise however, that there may be occasions when you feel you did not receive the standard of service you expect.

Should you have cause for complaint in relation to the sale of this insurance please write to:-

The Managing Director
Auto Legal Protection Services Ltd
PO Box 115
Cogleton
Cheshire
CW12 3FL

An acknowledgment that your complaint has been received will be sent to you within 5 working days following which your complaint will be investigated on behalf of the Managing Director. Please quote your policy reference in any communication. If you have received a final response to your complaint or it has been 4 weeks since your complaint was made to us, and you remain unhappy, please contact the Financial Ombudsman Service whose details are provide below.

COMPLAINTS ABOUT THIS INSURANCE OR A CLAIM

In the event of a complaint arising under this insurance or in relation to a claim, You should in the first instance write to: -

The Managing Director
Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Please ensure Your policy 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. This also applies if You are insured in a business capacity and have an annual turnover of less than € million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Insurance Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 080 1800

www.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

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk



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landlord home emergency insurance policy

Some important facts about your landlord home emergency policy are summarised below. This summary does not describe all of the terms and conditions of the policy, so you will need to take time to read the full policy wording (available upon request) to make sure that you understand the cover that it provides.

NAME OF THE INSURER

UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire SO53 3YA. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fsa.gov.uk/pages/register or by contacting them on 0845 606 1234.

NAME OF THE COVERHOLDER

The policy is arranged and administered on behalf of the insurers by Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

TYPE OF INSURANCE

The policy is designed to provide cover (up to the claim limits selected) for the cost of the contractor's emergency call-out and labour charges, parts and materials following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded.

DUE CARE

You must take due care and maintain the home and its equipment in good order and take all necessary precautions to prevent loss or damage. Where a temporary resolution or repair has been carried out, the onus will be upon you to carry out repairs or work to permanently resolve the reason for the emergency occurring. Should you fail to carry out the permanent repair a contractor will not be appointed to undertake any further emergency work.

CLAIM LIMITS

The claim limits for the policy shall be limited (inclusive of VAT) to:

- i) The contractor's call-out charge, the contractor's labour up to a maximum of 1 hour, parts and materials up to £500

Subject to a maximum claim limit per period of insurance of £1000.

KEY BENEFITS OF MY POLICY

Plumbing and Drainage

Damage to or failure of the plumbing and drainage system where internal flooding or water damage is a likely consequence. In addition, we cover emergency work where there is a blocked toilet or blocked external drains.

Internal Electricity, Gas and Water Supplies

Electricity failure of at least one complete circuit, gas leak and water supply system failure.

Security

Damage or failure of an external lock, door or window.

Lost Key

Loss of the only available key to the property which cannot be replaced and normal access cannot be obtained.

Primary Heating System

Where the primary heating system has broken down completely.

Pest Infestation

An infestation as a result of a wasp nest, hornet nest, house mice, field mice, rats or cockroaches.

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS

- The policy covers emergency situations only. It does not cover circumstances more properly handled by your household insurer.
- Please note if you engage the services of a contractor direct, cover will not apply. All claims must be reported to the claims notification helpline service who will arrange to send a contractor.
- Where it is not possible to validate your claim at the time of initial notification, you will be required to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance.
- Any boiler where no annual boiler inspection and service has been carried out by an engineer on the Gas Safe Register, or where any recommended maintenance work has not been carried out following such an inspection of the boiler.

DURATION OF THE CONTRACT

The cover provided by the policy is normally for a twelve month period. Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently issued.

CANCELLATION

We wish you to be happy with the cover provided by your policy. However you have the right to cancel the policy within 14 days of receiving the policy documents without giving reason. If you choose to cancel, we will refund your premium after first (at our discretion) charging for the cover provided from the date of commencement of the contract until the date of cancellation and any helpline costs incurred.

CLAIMS ADDRESS

The person insured by the policy should report immediately any incident which may give rise to a claim under the policy. Failure to do so could mean that we decline to pay a claim under the policy. The telephone number for the reporting of a claim is contained within the policy wording.

Please note that we will not enter into dialogue or correspond with anyone other than the Insured Person or the insured person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim. Claims Department

Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

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Cheshire
CW12 3FL

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COMPLAINTS ABOUT THIS INSURANCE OR A CLAIM

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1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Please ensure Your policy 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. This also applies if You are insured in a business capacity and have an annual turnover of less than € million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Insurance Division
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800
www.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

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk