



totallandlord[®]
i n s u r a n c e

terms of
business
agreement

Please read this document carefully as it sets out the basis on which Total Landlord Insurance will provide landlords insurance services to you as a commercial client of the firm. Payment of the premium constitutes acceptance of these terms however please contact us if there is anything you are not clear on.

These terms will remain in force and shall apply to any business product provided to you now or at a future date. Should the firm change any of its business terms at a future date, these will be reflected on our website www.totallandlordinsurance.co.uk and existing clients will also be advised in writing.

Information about our Regulatory Status

Total Landlord Insurance is a trading name of HFIS plc. HFIS plc is authorised and regulated by the Financial Conduct Authority. The permitted business is advising on, arranging, dealing in, and assisting in the administration and performance of non-investment insurance contracts. Our FCA Register number is 306513. These details can be checked on the FCA's Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0300 500 0597.

Relationships and Conflicts of Interest

As independent insurance intermediaries we act as the agent of our client. We are subject to the law of agency, which imposes various duties on us. However, in certain circumstances we may act for and owe duties of care to other parties. These conflicts of interest could arise where we have authority to act on behalf of an Insurer in terms of either arranging cover or dealing with a claim. This authority is known as a "Delegated Authority" and may apply to this contract of insurance. However although we may settle certain claims on behalf of the Insurer under a Delegated Authority Agreement our aim is to settle every customer claim in a fair manner in accordance with the Policy terms and conditions.

Treating customers fairly is our priority and should we feel there is a conflict of interest that may affect our ability to provide independent advice we will discuss this matter with you.

Scope of Service

We carry out a fair analysis of the market in order to identify suitable products that meet the demands and needs of landlords. This means that we have compared products with a range of insurance providers which are chosen by us as being of a reputable standing, providing a quality level of service and policy cover, and not just based on pricing alone. Following our analysis we may limit our recommendation to a specific insurer on the basis of this analysis and by taking into account your demands and needs. At any time you may ask for further information on our breadth of search.

At times, we may have to use the services of another intermediary to place your business. Should this occur we will let you know at the time of providing you a quotation.

Upon receipt of your instructions we will place your insurance with insurers, and keep you informed of the progress of our negotiations.

We will also advise you promptly of any inability to place your insurance.

Security

We **do not** guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.



Policy Documentation

Our aim is to produce documentation and correspondence in a clear and understandable format and in a timely manner. In the event of any uncertainty we would ask you to let us know immediately: we are always happy to clarify the cover provided.

You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately. Please remember all policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim and breach of a warranty may invalidate the cover if it is not complied with precisely. We also recommend that you keep policy documents for as long as a claim is possible under the policy.

We will endeavour to provide you with renewal terms in a durable medium no less than 21 days before expiry of the policy, or notified that renewal is not being invited. Attached to the renewal terms will be a statement of any changes to the terms of the policy, and changes to directive-required information (information required under the EU Directives), statement of price and information about cancellation. Depending on the complexity of your insurance contract, renewal terms may be subject to delays outside of our control.

You will be given an explanation of any changes, where necessary and in good time, which may appear in your policy and you will be advised of your right to request a new policy statement.

If renewal is not being offered you will be notified no less than 21 days before the expiry of the policy, or as soon as we are advised by your insurer, whichever is the longer. Mid-term changes to your policy will be provided in good time, prior to the change taking effect wherever possible. It is our policy to retain documents for business effected on your behalf in electronic or paper format. In respect of insurance cover the period is up to two years and for financial matters the period is up to seven years after any cover has ceased.

Claims

Depending on your policy you will either need to notify our claims department or notify the Insurer claims helpline direct.

For **Total Landlord Property insurance**: You must notify our claims department as soon as possible of a claim or circumstances that may give rise to a claim. The telephone number can be found within the Policy Wording.

For **Property Disputes, Identity Fraud and Tax Investigation insurance**: You must notify the insurers claims line within 180 days of the insured incident other than in relation to Identity Fraud where claims must be submitted within 45 days of the insured incident. The telephone number can be found within the Policy Wording.

For **Landlords Emergency insurance**: You must notify the claims helpline as soon as reasonably possible. The telephone number can be found within the Policy Wording.

For **Rent Guarantee & Legal Expenses insurance**: You must notify the claims line as soon as reasonably possible and within 180 days of the insured incident other than in relation to Tenancy Eviction and Rent Guarantee where claims must be submitted within 45 days of the insured incident. The telephone number can be found within the Policy Wording.



We will provide you with as much assistance as we can in submitting a claim to your insurer, including interpretation of your policy wording, and seeking reimbursement for you. However in the event that an insurer becomes insolvent, or delays in making a settlement, we do not accept liability for any unpaid amounts.

Total Landlord Insurance takes no responsibility for fraudulent claims submitted by you and any action taken by the insurer against you.

Duty of Disclosure to Insurers

You must disclose to insurers any fact or circumstance which is known to you (or which ought to be known to you) in the ordinary course of your business and which is material to the risk. This requirement applies before the conclusion of the contract and remains a continuous obligation. A fact or circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether he would take the risk.

Should you not act with the utmost good faith, or fail to disclose any material fact or circumstance to insurers, your insurer may avoid the contract and leave you without insurance cover.

Premium

You must provide the premium due in cleared funds in accordance with the amounts and payment dates specified in our invoice. Failure to meet the payment date or defaulting on any agreed monthly credit terms may lead to insurers cancelling your policy thus leaving you without insurance cover.

Where insurers have specified that the premium must be received by a certain date, failure to comply can result in the automatic termination of your insurance contract without any further notice.

Remuneration and what you will pay for our services

Total Landlord Insurance receives a commission from the Insurer for the arrangement and administration of this Policy. We may also apply a policy fee when a policy is taken out or renewed. Any fee will always be shown clearly on your invoice.

Commission and fees are earned for the policy period and we reserve the right to retain all such fees and commission in full even if the policy is cancelled.

As a commercial client you have the right to be informed of the level of commission we receive from an Insurer for placing your business with them. Please ask us at any time should you wish to know.

Your Payments to us

We collect and hold your insurance premium as agent of the insurer under a Risk Transfer arrangement and in a Non Statutory Trust Account. This means that on collection of the premium it is regarded as having been received by the Insurer. The aim of the trust account is to protect the client in the event of a failure of the firm, or the failure of the bank or a third party at which the money may be held. In such a circumstance the firm's general creditors should not be able to make claims on client money as it will not form part of this firm's property.

We keep client money separate from our own money in a designated client money account. However, we may also do this by arranging to hold separately permitted designated investments with a value at least equivalent to the money that we would have paid into a client bank account. If we do this we will be responsible for meeting any shortfall in our client money resource that is attributable to falls in the market value of a segregated investment.



We hold all premium payments in accordance with the rules as laid down by the FCA.

If you would like further details on how we hold your insurance premiums please contact us and we will be happy to explain further.

Interest on Client Money

Any interest earned on premiums held by us and any investment returns on any segregated designated investments will be retained by us for our own use, rather than paid to you.

Insurers Cancellation Clause

Your insurance contract will include a cancellation clause. In the event that you fail to pay your premium by the due date or default on any agreed monthly payments the insurance may be cancelled forthwith, or by insurers giving notice of the cancellation. In the event of cancellation of the insurance contract, insurers may return a pro rata premium to us.

Once our remuneration has been earned, in the event that the insurance is cancelled, our commission will not usually be returnable to you.

Your Cancellation Rights and the cooling of period

The policy allows a 14 day cooling off period and so if you decide this cover is not required and no claims have occurred you are entitled to cancel your policy within 14 days of either the date you receive your documentation or the start of the period of insurance, whichever is the later. No charge will be made if you cancel within the cooling off period.

You also have the right to cancel your policy during the policy period. Any refund of premium will depend on how long the insurance has been in force and whether any claims have occurred. You may be charged a fee to cover our administration costs if your policy is cancelled before the end of its term and, in addition, our earned commission will not usually be returnable to you.

Complaints Procedure and Treating Customers Fairly

Total Landlord Insurance and your Insurers are committed to providing a first class service at all times. If however you do have a complaint please contact one of the following depending on your contract of insurance:

For **Total Landlord Property insurance**: contact The Insurance Manager

- In writing at Total Landlord Insurance, Premiere House, 1st Floor, Elstree Way, Borehamwood, WD6 1JH
- By telephone on 0345 310 6300
- By email to complaints@hamiltonfraser.co.uk

For **Property Disputes, Identity Fraud and Tax Investigation insurance**: contact Steve Barnes, Insurance Manager

- In writing at Total Landlord Insurance, Premiere House, 1st Floor, Elstree Way, Borehamwood, WD6 1JH
- By telephone on 0345 310 6300
- By email to complaints@hamiltonfraser.co.uk



For **Landlords Emergency insurance**: If your complaint is regarding the service or advice provided by Total Landlord Insurance please contact The Insurance Manger at Premiere House, 1st Floor, Elstree Way, Borehamwood, WD6 1JH. If however your complaint is in relation to the Policy coverage or a claims matter then this should be addressed in the first instance to: The Customer Relations Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN where a full review will be carried out at the appropriate level.

For **Rent Guarantee & Legal Expenses insurance**: contact Arc Legal Assistance Ltd,

- In writing at PO Box 8921, Colchester, CO4 5YD
- By telephone on Tel: 0344 770 9000
- Email: enquiries@arclegal.co.uk

If after investigation and response you remain dissatisfied you may be entitled to refer it to the Financial Ombudsman Service whose details can be found at www.financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Full details and further information on the scheme are available from the FSCS.

Money Laundering / Proceeds of Crime Act

We are obliged to report to the National Criminal Intelligence Service any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request.

Data Protection and how we use your information

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data.

We may use your personal details and the information you provide for marketing purposes and to analyse your purchasing preferences. We will keep your information secure and only for a reasonable period for these purposes.

We, or our business partners, may contact you by mail, telephone, email or other electronic messaging services with the offer of goods and services that we feel may be of interest to you.

By providing us your telephone number or email address you consent to being contacted for these purposes. If you do not wish to receive marketing information please let us know. Please contact our Marketing Department if you require any clarification on our marketing policy.

Law and Jurisdiction

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.



Contact Addresses

Financial Ombudsman Service

Exchange Tower
London
E14 9SR

Tel: 0800 023 4567

Fax: 020 7904 1001

Web: www.financial-ombudsman.org.uk

Financial Conduct Authority

25 The North Colonnade
Canary Wharf
London
E14 5HS

Tel: 0300 500 8082

Fax: 020 7066 1099

Email: general.insurance@fca.org.uk

Web: www.fca.org.uk





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Telephone: 0800 63 43 880

Fax: 0345 310 6301

Email: info@totallandlordinsurance.co.uk

www.totallandlordinsurance.co.uk

It's good to know that you've made the right choice.

Total Landlord Insurance is a trading name of HFIS plc. HFIS plc is authorised and regulated by the Financial Conduct Authority.

Registered Office:

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Registered in England: 3252806

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