

# Tenants Insurance

## Insurance Product Information Document

HomeLet

Company: ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited (ERGO). ERGO UK Specialty Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register no 435184. Great Lakes Insurance UK Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register no 955859.

Product: Contents Insurance  
Incorporating Tenancy Liability  
Section 1: Contents

This document provides a summary of the cover provided and key information relating to this insurance policy. Full details can be found in your policy documentation, which will be issued to you upon purchase of the insurance and is also available online at [homelet.co.uk](http://homelet.co.uk) or by request.

### What is this type of insurance?

Tenants Contents Insurance, if shown as operative on the policy schedule, covers contents within your home against loss or damage from specific events. For example; (fire, storm, theft or escape of water). For a full list of what is and isn't covered please refer to the policy wording. It is underwritten by ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited (ERGO).



### What is insured?

#### Contents Insurance

- ✓ Contents, up to £50,000 as standard
- ✓ Contents temporarily removed from the home, up to £10,000
- ✓ Accidental damage in the home to electrical equipment & glass
- ✓ Replacement of external door locks and keys:
  - Theft up to £1,000
  - Loss up to £200
- ✓ Household removals up to the maximum claim limit
- ✓ Public and personal liability up to £2,000,000
- ✓ Student belongings up to £1,000
- ✓ Food in freezer and refrigerator up to £1,000
- ✓ Money (up to £500) and Credit Cards (up to £200) within the home
- ✓ Guests' personal belongings up to £2,500
- ✓ Home Improvements up to £1,000
- ✓ Special Events, 10% increase of the maximum claim limit
- ✓ Fatal injury up to £5,000
- ✓ Shopping in transit up to £400
- ✓ Garden Cover up to £500
- ✓ Damage caused by Domestic pets (£100 Compulsory Excess)

#### Optional Extras

**These will be shown on your schedule if chosen:**

- Extended accidental damage
- Unspecified personal belongings
- Specified personal belongings
- Pedal cycle extension
- Personal legal protection



### What is not insured?

- ✗ Any malicious act, theft or attempted theft by you, your family or any person lawfully in your home
- ✗ Your policy does not cover claims arising from wear & tear or anything that happens gradually
- ✗ Damage caused by malicious damage, escape of water or oil, theft or attempted theft, loss of metered water or oil, and accidental damage where the home remains unfurnished or unoccupied for more than 30 consecutive days
- ✗ Guests' belongings covered under another policy are excluded



### Are there any restrictions on cover?

- ! Cover is only available for theft or attempted theft, when force causing damage to the main building of the home is used to get in or out the building
- ! Cover is restricted to £300 for mobile phones
- ! Cover is restricted to £500 if items are stolen from an unsecured outbuilding or garage
- ! Cover is restricted to £2,500 if items are stolen from a secured outbuilding or garage
- ! We will not reimburse you in relation to any damage or loss resulting from criminal acts, wear & tear, poor maintenance, negligence or fraud
- ! Cover is restricted to £5,000 for theft of jewellery unless from a locked safe when not being worn
- ! Accidental damage in the home to musical instruments and devices intended to be handheld including e-readers, smart phones, netbooks, tablet computers, MP3 players, satellite navigation systems and laptop computers is excluded under accidental damage in the home to electrical equipment and glass extension.



## Where am I covered?

- ✓ This cover is specifically designed for tenanted properties in Great Britain or Northern Ireland. It will cover your contents within the boundaries of your home. Any items temporarily removed from your home will also be covered within the United Kingdom, the Isle of Man or the Channel Islands.
- ✓ Where purchased, cover for unspecified personal possessions, specified possessions and pedal cycles is provided on a new-for-old basis within the European Area. Cover is also provided, anywhere else in the world, for up to 60 days.



## What are my obligations?

- You must provide us with honest, accurate and complete information and inform us without delay of any changes in your circumstances.
- In the event of a claim, you must notify us as soon as possible:
  - You will need to let us negotiate, defend or settle any disputes or claims on your behalf. You will also need to let us take legal action in your name to get back any payment we have made under this policy.
  - Reports of loss or suspected theft or malicious damage must be reported to the police as soon as reasonably possible.
- It's really important that you don't throw away any damaged items until advised by us to do so.
- It's really important that you are honest with us when you are buying a policy or making a claim. Providing wrong or misleading information that you know could either help you gain financially or us suffer a financial loss is fraud and increases the cost of insurance for all customers.
- In some cases, the insurer may apply an endorsement to the policy, setting out, for example security requirements. It's really important that you follow any terms set out in endorsements, if you don't, you may not be covered in the event of a claim. If any endorsements apply to you, these will be explained to you (or displayed on-line) before you buy and will also be shown on your insurance schedule.
- If you need to make a claim on your policy you should call us on 0330 333 7230 between 9am – 5:30pm Monday to Friday.



## When and how do I pay?

Cover can be paid for on an annual or monthly basis, please check your certificate of insurance for confirmation of your payment amounts. Monthly payments are subject to a £2.99 administration fee.

Cover can be paid for via direct debit, debit card or credit card.



## When does the cover start and end?

Tenant Contents Insurance is available for 12 months, after which the policy may be renewed for a further 12 months, until the policy is cancelled by you.

Please check your Policy Schedule for confirmation of your cover dates.



## How do I cancel the contract?

**You can cancel your policy at any time by phone, email or post. Cancellation within 14 days**

You have 14 days from either the purchase date of the policy or the date you receive the policy document (whichever date is later) to cancel the cover.

Providing a claim has not been made or is pending, a full refund of premium will be provided.

### **Cancellation after 14 days**

If you wish to cancel after the 14 day cooling off period, please contact HomeLet who you bought your policy from. Providing no claims have been made or pending you will be entitled to a refund of the premium, less a proportional deduction for the time cover has been provided.

# Tenants Insurance

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Product: Contents Insurance  
Incorporating Tenancy Liability

Section 2: Tenancy Liability

This document provides a summary of the cover provided and key information relating to this insurance policy. Full details can be found in your policy documentation, which will be issued to you upon purchase of the insurance and is also available online at [homelet.co.uk](http://homelet.co.uk) or by request.

### What is this type of insurance?

This policy covers your legal liability under a tenancy agreement against loss or damage to the Landlords Property, which is within your home. For a full list of what is and isn't covered please refer to the policy wording. This insurance is underwritten by ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited (ERGO).



#### What is insured?

##### Liability Insurance

- ✓ Your legal liability under a tenancy agreement, up to £10,000
- ✓ Pet Damage to your landlords contents (£100 Compulsory Excess)



#### What is not insured?

- ✗ Any malicious act, theft or attempted theft by you, your family or any person lawfully in your home
- ✗ Your policy does not cover claims arising from wear & tear or anything that happens gradually



#### Are there any restrictions on cover?

- ! Damage while your home is unoccupied or unfurnished



#### Where am I covered?

- ✓ This cover is specifically designed for tenanted properties in Great Britain or Northern Ireland. It will cover your liability under a tenancy agreement for the furniture, fixtures and fittings if the Landlord, which are within your home.



## What are my obligations?

- You must provide us with honest, accurate and complete information and inform us without delay of any changes in your circumstances.
- In the event of a claim, you must notify us as soon as possible:
  - You will need to let us negotiate, defend or settle any disputes or claims on your behalf. You will also need to let us take legal action in your name to get back any payment we have made under this policy.
  - Reports of loss or suspected theft or malicious damage must be reported to the police as soon as reasonably possible.
- It's really important that you don't throw away any damaged items until advised by us to do so.
- It's really important that you are honest with us when you are buying a policy or making a claim. Providing wrong or misleading information that you know could either help you gain financially or us suffer a financial loss is fraud and increases the cost of insurance for all customers.
- In some cases, the insurer may apply an endorsement to the policy, setting out, for example security requirements. It's really important that you follow any terms set out in endorsements, if you don't, you may not be covered in the event of a claim. If any endorsements apply to you, these will be explained to you (or displayed on-line) before you buy and will also be shown on your insurance schedule.
- If you need to make a claim on your policy you should call us on 0330 333 7230 our lines are open between 9am - 5:30pm Monday to Friday.



## When and how do I pay?

Cover can be paid for on an annual or monthly basis, please check your certificate of insurance for confirmation of your payment amounts. Monthly payments are subject to a £2.99 administration fee.

Cover can be paid for via direct debit, debit card or credit card.



## When does the cover start and end?

Tenant Contents Insurance is available for 12 months, after which the policy may be renewed for a further 12 months, until the policy is cancelled by you.

Please check your Policy Schedule for confirmation of your cover dates.



## How do I cancel the contract?

**You can cancel your policy at any time by phone, email or post. Cancellation within 14 days**

You have 14 days from either the purchase date of the policy or the date you receive the policy document (whichever date is later) to cancel the cover.

Providing a claim has not been made or is pending, a full refund of premium will be provided.

### **Cancellation after 14 days**

If you wish to cancel after the 14 day cooling off period, please contact HomeLet who you bought your policy from. Providing no claims have been made or pending you will be entitled to a refund of the premium, less a proportional deduction for the time cover has been provided.

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

### What is this type of insurance?

Personal Legal Protection provides insurance to cover up to £100,000 for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



### What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Consumer Pursuit:** To pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use.
- ✓ **Consumer Defence:** To defend a legal action brought against you following a breach of a contract you have for selling your own personal goods.
- ✓ **Personal Injury:** To pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Clinical Negligence:** To pursue a legal action for damages following clinical negligence resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Employment Disputes:** To pursue a legal action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an employee of your contract of employment or legal rights under employment laws.
- ✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.
- ✓ **Property Damage:** To pursue a legal action for damages against a person or organisation that causes physical damage to your main home.
- ✓ **Property Sale and Purchase:** To pursue or defend a legal action arising from a breach of a contract for the sale or purchase of your main home.
- ✓ **Tax:** Accountancy fees if you are subject to an HM Revenue and Customs Full Enquiry into your personal Income Tax position.



### What is not insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✗ Events that started before the policy began.
- ✗ Any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome.
- ✗ Claims for Consumer Pursuit or Consumer Defence if the amount in dispute is less than £125 (plus VAT). We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ Claims relating to disputes with anyone you live with or have lived with; nor any costs covered by another insurance policy.
- ✗ Any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



### Are there any restrictions on cover?

- ! **Qualifying Period:** There is a 90 day qualifying period for claims for Employment Disputes, and a 180 day qualifying period for claims for Property Infringement. We will not cover any incidents arising within this time.
- ! **Freedom of Choice:** Only at the point it may be necessary to start court proceedings do you have the right to choose an adviser of your own choice to act for you. Should you choose to do so, we will only pay standard advisers' costs up to £100 per hour plus VAT (this may vary from time to time at our discretion). It is important that if you decide to choose your own adviser that you ensure they are suitably experienced and competent to act on your behalf, we will not be able to provide any advice or guidance in relation to choosing a non-panel adviser.
- ! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.

- ✓ **Data Protection:** To pursue a legal action against a person or organisation for breach of data protection legislation which has resulted in you suffering a financial loss.
- ✓ **Legal Defence:** To defend your legal rights:
  - Arising out of your work as an employee.
  - Arising out of a formal investigation or disciplinary hearing brought against you by any trade association or professional or regulatory body.
- ✓ **Jury Service:** The loss of your normal income if you're off work while attending Jury Service.



## Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in The United Kingdom, the Channel Islands and the Isle of Man.



## What are my obligations?

- You must notify claims as soon as possible once you become aware of the incident and, in any event, within 180 days of you becoming aware of the incident.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.
- If you're making a claim on your Legal Expenses Insurance, please call 0344 770 1040 our lines are open 24/7.



## When and how do I pay?

This insurance is distributed through your Insurance Intermediary. Please refer to the documentation provided to you when you took out this insurance to understand when and how you pay for this insurance.



## When does the cover start and end?

Please refer to your schedule or similar documentation provided to you by your Insurance Intermediary to confirm when the insurance cover starts and ends as well as details of how your insurance is renewed.



## How do I cancel the contract?

If you have taken out this insurance as an optional add-on, you may cancel this insurance at any time by contacting your Insurance Intermediary and providing 14 days' notice. If you exercise this right within 14 days of taking out this insurance, You will receive a refund of premium provided you have not already made, and do not intend to make, a claim against the insurance. If you cancel at any time after the first 14 days, you will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that you have not made, and do not intend to make, a claim.

If this insurance is provided automatically as part of your main insurance contract, it cannot be cancelled in isolation. For details on how to cancel your main insurance contract please contact your Insurance Intermediary. More information about your cancellation rights, any applicable administration charges and the reasons we can cancel the policy is included with your policy documents.

Use this information to decide if our services are right for you.

HomeLet  
Hestia House  
Edgewest Road  
Lincoln  
LN6 7EL

## Customer Information Introduction

Please read this document carefully. It sets out the terms on which we agree to act for you, our client, and contains details of our regulatory and legal responsibilities. If you are unsure about any aspect of these terms, or if you have any questions about our relationship with you, please contact the Customer Care Team at Hestia House, Edgewest Road, Lincoln, LN6 7EL or by calling us on 0800 035 8258 immediately. By doing business with us you agree to do so based on the terms of this document, unless we both agree otherwise. This document replaces any previous version you may have had.

### Definitions:

"Our", "Ourselves", "Us", "We" – means Barbon Insurance Group Limited, trading as HomeLet, a subsidiary of PIB Group Limited.

"You", "Your" – means our customer, or prospective customer.

### 1 Whose products and what service do we offer?

We are contractually obliged to offer you an insurance product from the insurer named in the table below and have not carried out the widest search of the market, which is called a 'fair and personal analysis'.

All quotes offered will be valid for 45 days from the day you obtain the quotation.

Products	Insurer
Tenant insurance policies	ERGO UK Specialty on behalf of Great Lakes Insurance UK Limited
Personal Legal Protection section of tenant insurance policies	AmTrust Europe Limited

We work on a non-advised basis. This means that you won't receive advice or a personal recommendation from us for any policy. We will ask questions to understand your needs and we will explain the features and benefits of the different products but this does not mean that we are making a recommendation, and then you will need to decide whether you want to proceed.

### 2 The Capacity in which we are acting

We act under an agreement with the insurer, which allows us to provide a quotation, confirm cover and issue policy documents to you, acting on their behalf.

We have stated below who handles claims for the policy cover sections including where we deal with claims on behalf of the insurer. If this is not the case for your claim, we will inform you.

Cover Section	Claims Handled By
Tenancy Liability cover	MPL Claims Management Ltd on behalf of ERGO UK Specialty on behalf of Great Lakes Insurance UK Limited
Contents cover	MPL Claims Management Ltd on behalf of ERGO UK Specialty on behalf of Great Lakes Insurance UK Limited
Personal Legal Protection	ARC Legal Assistance Limited on behalf of AmTrust Europe Limited

### 3 Disclosure of Information

Your insurance is based upon the information provided to the insurance company.

Consumers:

If you are a 'consumer' (which means you are an individual buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must tell us immediately of any changes to the information you gave to us. This is so that we can tell your insurers about the changes. If you do not give accurate and up-to-date information to us for your insurers, they may invalidate your insurance cover. Insurers may also refuse to pay any claim you make or may reduce the claim payment to you.

#### 4 What fees do you have to pay for our services?

Service	Fee
Administering each premium instalment if you choose to pay monthly	£2.99 per month
Administering the premium payment if you choose to pay in one lump sum	No fee
Making midterm adjustments to tenant insurance policies (except during the 14 day cooling off period)	£10
Cancelling the policy, where the premium was paid in one lump sum (except during the 14 day cooling off period)	£30
Cancelling the policy, where the premium is paid monthly	No fee
Arranging or renewing your policy	No fee

#### 5 Cancellation

For tenants insurance, if you cancel within the 14-day cooling off period and the cover has not started, you will receive a full refund of any premiums you have paid. If the cover has started, you will have to pay for the cover you have received. No money can be refunded if you have made a claim or there has been an incident likely to result in a claim before the date you request cancellation.

If you wish to cancel after the 14-day period, we will refund any full unused days of cover, less any relevant fees as per clause 4. No money can be refunded if you have made a claim, or if there has been an incident likely to result in a claim before the date you request cancellation.

Please note the following: Premium refunds: insurers may only return a proportionate amount of the premium. You may be charged an administration fee to cancel. Our commission and/or fees will not be returnable. Please refer to your policy documents for more details or contact us if you are unsure.

For all policies, if you do not pay your premium by the due date, your cover may be cancelled. This could take place immediately, or your insurers could give you notice of cancellation.

If you pay by instalments, there is the possibility that the amount paid prior to the cancellation date may not cover the overall amount due up to the date of cancellation. In that situation you will remain liable to pay the difference between those amounts.

If you wish to cancel your policy(ies) please contact us.

#### 6 Who regulates us?

We are authorised and regulated by the Financial Conduct Authority (FCA) which is the independent watchdog that regulates financial services in the UK.

Our permitted activities as an insurance intermediary include arranging general insurance contracts. Our FCA Firm Reference Number is 308724. These details and our trading names can be verified by visiting the Financial Services Register at website <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768. Our company is registered in England & Wales under Company Registration Number 03135797. Our Registered Office is Hestia House, Edgewest Road, Lincoln, LN6 7EL. Barbon Insurance Group Limited is 100% owned by PIB Group Ltd.

We confirm that this document and the terms stated in it shall continue to apply if we change our company name. We will notify you if that happens, and also tell you if our Company Registration Number or FCA Firm Reference Number changes.



## 7 How do you complain?

We take all complaints seriously. If you are not satisfied with the level of service you have received from your insurer please follow the complaints procedure set out by your insurer in your policy documents. If your complaint is about our service, please contact us in any of the following ways:

### Write to us

Customer Experience, HomeLet, Hestia House, Edgewest Road, Lincoln, LN6 7EL

### Call us

0330 333 7126

### Email us

customer.experience@homelet.co.uk

We will acknowledge your complaint promptly in writing and we aim to investigate your complaint and respond to you within 8 weeks. If we take longer than 8 weeks, or you are not satisfied with the outcome, you may be eligible to contact the Financial Ombudsman Services (FOS). We will give you details in our response of how you can ask FOS to review your complaint.

Please ask us, if you would like a copy of our complaint procedures.

## 8 Are we covered by the Financial Services Compensation Scheme (FSCS)?

We're covered by the FSCS. You may be entitled to compensation from the scheme if we can't meet our obligations.

This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

## 9 Our Earnings

In addition to the fees stated in Clause 4 'What fees do you have to pay for our services', which are paid by you, we also receive the following:

- We receive a commission payment from your insurance company for arranging and ongoing management of your insurance policy. This amount is normally a percentage of the total annual premium you pay (excluding insurance premium tax (IPT)).
- Your insurer will provide us with additional income in respect of your insurance policy which is dependent upon the overall account of the business with which you are dealing or our overall Group account meeting certain criteria. This will normally be calculated as a small percentage of our whole account which, depending on the profitability of your insurance policy, can be calculated as a percentage of the total annual premium you pay (excluding Insurance Premium Tax (IPT)).
- Your insurer will provide us with additional income in respect of your insurance policy for additional work which we undertake on their behalf, such as additional processing, production of policy documentation, management and development of a specific facility. This is normally calculated as a percentage of the premium you pay (excluding Insurance Premium Tax (IPT)). This is received by either the business with which you are dealing or by the Group of which your business is a part.

You are entitled at any time to request information regarding any commission which we may have received as a result of placing your insurance business. Please contact us for more information.

## 10 Risk Transfer Trust Account

We act as agent of the insurer for the collection and refunds of premiums. Depending upon the terms of business with the insurer, this may also include the payment of claims to you. You will be protected to the extent that premiums we receive from you are treated as having been received by the insurer. It also means that any claims money or premium refunds from insurers are only considered to have been received by you when actually paid over to you. Funds held in this manner are held under 'risk transfer', and we keep these premiums and/or payments in a separate Trust account from our own money.

We will retain any interest earned on money held in our bank accounts.

We will not be liable to you for any loss resulting from the failure of any bank to meet its obligations as a result of insolvency or similar default.

We may also hold separately permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into a risk transfer account. If we do this, we will be responsible for any shortfall which is attributable to falls in the market value of a segregated investment.

Where risk transfer applies, we will take commission earned from Insurers immediately after we have received the premium from you or from a third-party finance provider on your behalf, provided this is consistent with the terms of business of the insurer to whom the premium is payable.

## **11 Payment to third parties**

Where we need to transfer client money to another broker or settlement agent, for the purpose of effecting a transaction on your behalf, we remain responsible to you for that money.

This may include transfer to brokers and settlement agents outside of the UK, where the legal and regulatory regime may be different from that of the UK. In the event of a failure of that broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held in the UK. You may notify us if you do not wish your money to be passed to a broker or settlement agent in a particular country, however, this could affect the cover arranged and if this results in a policy being cancelled you would be liable for the payment for the period the cover was in force.

## **12 Security of insurers**

We will endeavour to check the financial security of all insurers by using industry rating agencies information where it is available. However we cannot guarantee the future solvency of any insurer we place business with.

## **13 Documentation**

We will issue policy documentation to you in a timely manner and as soon as reasonably possible.

You must comply with the terms and conditions of your insurance policy. This applies especially to any terms described as 'warranties' or 'conditions precedent to liability'. If you fail to comply with all terms, it could result in your policy being cancelled or claims not being paid.

Your insurance policy may create ongoing duties for you. These are things which you must do or continue to do.

For example:

- Your policy may create a duty on you to tell us of any change in circumstance that the insurers may regard as important to the ongoing insurance arrangements. If you are unsure if something is important you should tell us.

When policy documents are issued to you, we strongly advise you to read them carefully. This is because the policy wording, the policy schedule and any certificate of insurance are the basis of the insurance contract you have purchased. If you are in doubt over any of the policy terms and conditions, please seek our advice promptly.

## **14 Terms of payments**

You must pay the amount due, in cleared funds, on or before the payment date(s) specified on our invoice(s). If you fail to make payments on time, that may lead to insurers cancelling your policy and/or not paying claims.

If you owe us any amount, we may deduct it from money which we may receive on your behalf from Insurers or other parties (including but not limited to claims monies or premium refunds). If your premium is reduced during the term of insurance (for example, following a reduction in cover or the cancellation of a policy) then we will deal with that refund in one of three ways;

- a. Where the premium refunded is less than £5, we will retain that refund in full.
- b. Where the premium refunded is more than £5, we will refund you the premium, but net of any commission that the Insurer would otherwise ask us to pay back to them. This is because the majority of our costs are incurred at new business or renewal; and
- c. Where you have exercised your 14 day cancellation right in clause 5, we will pass on the entirety of any insurer refund to you. You can still cancel your insurance after the expiry of your 14 day cancellation right in clause 5, but if you do, refunds will be determined in accordance with the other provisions of clause 4 and 5.

## **15 Taxation**

Insurance premiums attract Insurance Premium Tax at the prevailing rate. Engineering inspections and some other services attract VAT at the prevailing rate. Some fees may not have a taxation element at all. If you are VAT registered then the VAT element may be recoverable by you. Insurance Premium Tax is not recoverable.

## **16 Your instructions**

We will use reasonable effort to act in accordance with your reasonable instructions. If we are not able, or it is not possible to achieve what you want, then we will tell you. You may instruct us by e-mail, by telephone or during face-to-face meetings. However, you can

only rely on us having received our instructions if we have confirmed in writing. We reserve the right to refuse your instructions but, will tell you if this is the case.

We use email for most of our written communications. Such communications are not completely secure and may spread harmful viruses. Please tell us if you would prefer us not to use e-mails, and we will use another means of communication with you.

Our office hours are Monday to Friday, 9.00am to 5.00pm. The office is not open for business on statutory ('Bank') holidays. There may be a delay in responding to instructions if they are received outside of office hours. We do not issue receipts or acknowledgements unless specifically requested by you in writing.

## **17 Claims**

In the event of an incident which could give rise to a claim you must tell the insurer as soon as possible. If you do not, your insurer may refuse to deal with your claim or reduce the amount that you receive from them. You must notify insurers of all incidents even if you think you are not liable or at fault.

Your policy(ies) may also be subject to claims notification conditions and/or warranties. If you fail to comply with these, it may mean a claim will not be paid. Therefore in the event of an incident that may give rise to a claim please also refer to your policy wording to check for such conditions or warranties.

We do not accept liability for any unpaid claims amounts if an insurer becomes insolvent or delays making settlement.

## **18 Renewal of your policy**

We aim, in a reasonable time before renewal, to provide you with renewal terms, or to tell you that renewal is not being invited. We will also include with your renewal terms:

- any statement of any changes to the terms of the policy
- a statement of any changes to any information required under relevant law
- a statement of price
- information about cancellation.

If before the renewal date, we do not receive your instructions to renew prior to the renewal date, or you do not notify us that you do not wish to renew your policy(ies), we reserve the right to:

- renew your policy on your behalf (we are not obligated to do so, but if we do, you may be liable to make payment to us or to insurers)
- continue to accept payment, if you pay by instalments.

## **19 Continuous Payment Authority**

Continuous Payment Authority is a recurring payment process where you authorise Barbon to take money from your bank account or debit or credit card at the renewal of your policy. In authorising automatic renewal, which you will do by accepting these terms and conditions, you permit us to charge any sums due to your card in order to automatically renew your policy and provide continuous cover. Full details of the amount due will be held within your renewal invitation. You may cancel the automatic renewal at any time by contacting us.

## **20 The Financial Services and Compensation Scheme (FSCS)**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations to you. This depends on the type of business and the circumstances of the claim. Generally, insurance advising and arranging is covered for 90% of the claim amount with no upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. You can obtain more information about compensation scheme arrangements from the FSCS, whose website is at [www.fscs.org.uk](http://www.fscs.org.uk). The FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, liability of ships and credit.

## **21 Limitation and/or exclusions of our Liability to you**

As you are a consumer, our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £20,000,000 per claim.

In respect of any other claim arising out of our performance or non-performance of the services our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 months prior to such claim arising.

If you feel that the above limits are not sufficient for you or your business we will be happy to discuss a higher limit of liability. If agreed, this will be set down in writing and form part of these Terms of Business. Please be aware that there may be an additional charge or other terms if we agree to amend this clause, these will be discussed with you prior to any amendment taking place.

## **22 Data Protection**

We are registered with The Information Commissioners Office in the UK and we undertake to comply with the Data Protection Act and regulations in all our dealings with your personal data. Your personal information will be kept secure.

Our latest privacy notice is always available on our website <https://barbon.com/about-us/privacy-notice/>. It explains how we use and look after your personal data, who we share it with, and what data protection rights you have. We can post you a copy of our privacy notice if required.

## **23 Law and Jurisdiction**

These Terms of Business shall be governed by and construed in accordance with English Law, and are subject to the exclusive jurisdiction of the courts of England and Wales.

## **24 Third Party Rights**

These Terms of Business are intended to confer rights only on you and us. The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

## **25 Money Laundering/Proceeds of Crime**

If we suspect criminal offences such as money laundering or terrorist financing, we must report this to the National Crime Agency. These reports are confidential, and we will not tell you if they have been made.

Claims payments will only be made to you, the insured parties, or those entitled to receive them.

## **26 The Criminal Finances Act 2017**

We do not tolerate tax evasion, bribery, fraud, corruption, money laundering, terrorist financing and any other financial crimes. If a company fails to prevent facilitation of tax evasion, this is an offence under the Criminal Finances Act 2017 (CFA).

Our processes include reasonable procedures to prevent the facilitation of tax evasion as well as other financial crimes. The CFA puts responsibility on all companies to comply with this legislation, and we expect all commercial customers to comply with the requirements of the CFA.

## **27 Sanctions and/or embargoes**

If sanctions and/or embargoes are imposed by Governments, and/or banks choose not to handle payments in respect of various countries or persons, this may restrict the provision of insurance cover, the services that can be provided or payments under such cover.

It is everyone's responsibility to comply with sanctions legislation, and we expect you to comply with the requirements of any sanctions legislation that may apply to you. We expect you to fully disclose any exposure that you are aware of, or become aware of relating to either sanctioned persons, locations or goods where it may have an impact on our business.

In performing our duties, we may have to:

- i. advise you that our bank(s) have chosen not to handle payments relating to your transaction which will prevent the provision of cover and related services;
- ii. suspend any payments until a relevant governmental body confirms that no sanctions/embargoes have been breached and/or a licence can be issued by the relevant authority; and
- iii. advise you that some insurers may seek to cancel cover if they believe there has been a sanctions/embargo breach.

We will make reasonable efforts to warn you should we become aware that an issue may impact upon the insurance we place on your behalf or restrict the payment of any premiums or claims.

## **28 Liability of our Directors, Officers or Employees**

You agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under these Terms of Business. This clause does not in any way limit or affect our liability to you as set out above.

## 29 **Setting sums insured, policy estimates and indemnity values**

It is always your responsibility to tell us (or your insurer) the sums insured and/or indemnity values and/or policy estimates you want to have for your policy(ies). This is because insurers will rely on this information when deciding on the policy terms and premiums to apply to your policy. If you are underinsured, or have mis-stated policy estimates, insurers may not pay a claim in full or in part.

## 30 **Committal to terms**

This agreement shall become effective between both parties when cover is taken out and supersedes all previous agreements whether oral or written.

## 31 **Termination of this agreement**

You may cancel these Terms of Business with us at any time. If you do so, we will continue to be entitled to receive any fees or commissions payable. We reserve the right to resign as your broker. If policies are to be cancelled, you will be given notice in accordance with the terms of the insurance policy(ies). We will continue to fulfil any outstanding regulatory responsibilities to you following termination of these Terms of Business.

## 32 **General**

Each of our rights or remedies is without prejudice to any other right or remedy we may have whether under a contract or not. You are responsible for your compliance with applicable laws. If we suffer financial loss because of your failure to adhere to applicable laws we may pursue damages to the extent of the loss. Our failure or delay in enforcing (in full or part) any provision of this contract will not be construed as a waiver of any of our rights under this contract.

## 33 **Confidentiality**

We agree to keep all information provided by you to us confidential, save that you authorise us to:

- a. disclose such information to insurers and their agents for the purposes of obtaining insurance quotations for you, placing insurance on your behalf and all other matters relating to your insurances, including the making of claims;
- b. share such information with our own insurers and professional advisors on terms that preserve confidentiality or where we are required by law or by order of the court to disclose such confidential information.

However, we will not be bound to keep any information confidential where it is or becomes in the public domain, it was already known to us or becomes known to us independently of you, or if you authorise us to disclose such information.

## 34 **Severability**

If any part of these Terms of Business is or becomes illegal, invalid or unenforceable then that part shall be deemed to be removed from these Terms of Business and shall not in any way affect the legality, validity or enforceability of the remaining Terms of Business.

## 35 **Waiver**

Your rights and our rights under these Terms of Business may be waived if specifically agreed in writing by you and us but not otherwise.

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