

UTILITY WAREHOUSE - TERMS OF BUSINESS AGREEMENT

INTRODUCTION

For general insurance purposes Utility Warehouse Limited is an Appointed Representative of Insurance Tailors Limited, which is authorised and regulated by the Financial Conduct Authority under firm reference number 475691. Our permitted business is introducing, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts.

You can check this by visiting <http://www.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us.

PRODUCTS & SERVICE OFFERED

We source and arrange products but do not offer advice or make recommendations when arranging your insurance. However, we may ask some questions to narrow down the selection of products on which we will provide details; you will then need to make your own choice about how to proceed.

We only offer accident, illness and unemployment insurance from Canopus Managing Agents Limited at Lloyds Limited (Lloyd's Syndicate 4444). These products meet the demands and needs of those customers wishing to obtain protection in the event of accident, sickness or unemployment,

We offer home insurance from a limited panel of underwriters, under a common policy wording. This means the terms and conditions of the policy will remain the same, regardless of who underwrites your policy. So, even if the underwriter changes at renewal the cover will remain the same.

We source and arrange products but do not offer advice or make recommendations when arranging your insurance. However, we may ask some questions to narrow down the range of products on which we will provide details; you will then need to make your own choice about whether the product is right for you and if you want to proceed.

Here at Utility Warehouse, our aim is to provide valuable products and services at fair prices and wherever we can, we try to keep costs low. We have the same aim with the insurance products we offer.

So, when you chose to buy home insurance from us, this means you are agreeing that one of your key demands and needs is for us to provide you with the lowest quote from our panel of underwriters, for the cover that you need. You can ask us for a list of the insurers on our panel. We offer optional Legal Expenses cover from a single insurer (LIM).

INSURER SOLVENCY

Under no circumstances do we act as an insurer or as guarantor of any insurer with whom we place business. You may be liable to pay a premium, whether full or pro rata, under a policy even where the insurer has become insolvent.

PAYMENT FOR OUR SERVICES

We do not charge a fee for arranging your insurance. The details of any fees/costs which we may charge if you cancel your policy are explained in the "Policy Cancellation" section below.

NEW BUSINESS

At new business we will put forward the underwriter which offers the cover you require at the lowest premium. This will not be a recommendation and you will need to make your own choice about how to proceed. If you want to know which of the other insurers on our panel could quote and what prices they could offer, please ask us. Bear in mind that all the policies offer exactly the same cover, so only the premium will vary.

This home insurance policy meets the demands and needs of those customers wishing to protect their buildings and/or contents for the lowest premium which we can offer from panel. You can ask us for a list of the underwriters on our panel.

AUTOMATIC RENEWAL

This is a 12 month policy which will automatically renew unless you cancel. At every renewal, in order to ensure your cover continues, and that you are getting the lowest premium we can offer across our panel of underwriters, we will automatically check our panel for the underwriter offering the lowest premium.

Cover will automatically continue each year with the underwriter which provides cover that meets your stated requirements at the lowest premium from our panel. As we have only a single policy wording, the cover is identical regardless of who underwrites the policy. This approach to your renewals does not mean we are giving you advice.

If, at renewal, you want to know which of the other underwriters on our panel could quote and what prices they could offer, please ask us. Bear in mind that all the policies offer exactly the same cover, so only the premium will vary.

YOUR RESPONSIBILITIES

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your policy.

If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

DOCUMENTATION

Our aim is to provide your policy documentation in a timely manner confirming the basis of the cover and giving details of the insurer(s). You should examine any insurance documents we provide to you very carefully to ensure they meet your requirements. If you believe they are incorrect please advise us immediately.

USE OF PERSONAL DATA

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances and where applicable arranging premium finance it will be necessary for us to pass such information to insurers and other relevant product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to its being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services. Please write to us at: Insurance Tailors Ltd. 1a May Road, Twickenham, TW2 6QW

POLICY CANCELLATION

You may have the right to a cooling off period, which will be detailed in your policy documentation. If this is applicable we will return your premium less a proportionate charge for the period of cover and less any fee or insurer administration charge. Some customers may not be charged for cancelling particular types of protection product (such as Payment Protection Insurance or personal accident and sickness policies), providing they do so within 30 days. If you will not be subject to the cancellation charge, this will be confirmed in the separate product documentation we provide.

You should make any request for the cancellation of a policy by calling or in writing. Contact details can be found in your policy documents.

In the event of cancellation if a fee has been charged, this will not be refunded and where commission has been earned we reserve the right to retain this amount in full.

The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires.

A Member's home insurance policy may be cancelled on behalf of the insurer if any amount of premium, invoiced by us to the Member, is overdue for payment and remains unpaid 14 days after receiving a cancellation notice. No claims will be payable under the insurance policy if, on the date an event occurs which may give rise to a claim, any amount invoiced to you by us is overdue for payment.

Home Insurance policy cancellation refunds are calculated as follows:

You have the right to cancel your policy at any time; to do so you must contact us and any potential charges and refunds will be calculated as follows:

For all cancellations:

- if a claim has been made in the current period of insurance, we will charge the outstanding premium remaining on the policy, and deduct an administration fee of £26.40.
- If no claims have been made in the current period of insurance, we will refund the premium for the exact number of days left in the current period of insurance.
- If cancellation occurs during the first 12 months of insurance we will also deduct an administration fee of £26.40.
- If the period of insurance has not yet started, we will provide a full refund and waive our administration fee.

For cancellations within 14 days of the policy purchase or renewal, if the period of insurance has started, we will provide a full refund and deduct our administration fee.

FINANCIAL SERVICE COMPENSATION SCHEME (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for
 - compulsory classes of insurance (such as Third Party Motor or Employers Liability); and
 - 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or www.fscs.org.uk.

COMPLAINTS

We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please get in touch:

Home Insurance:

In writing... Write to Utility Warehouse, Insurance Department, Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB

By phone... 0333 777 0 221

By email... insurance@utilitywarehouse.co.uk

Bill Protector:

In writing... Write to Utility Warehouse, Bill Protector Department, Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB

By phone... 0333 777 0 777

By email... billprotectormailboxaccess@utilitywarehouse.co.uk

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

For further information you can visit FOS website www.financial-ombudsman.org.uk.

MAKING A CLAIM

In the event of an incident which may give rise to a claim, please notify us immediately using the contact details in your documentation.

CONFLICTS OF INTEREST

Occasions can arise where we, or one of our, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

THE LAW

The headings in these terms of business are for convenience only and shall not affect their interpretation. These terms of business shall be governed by and construed in accordance with English law. If any of the provisions of these terms of business are held to be invalid or unenforceable in the whole or in part the validity of the other provisions of these Terms of Business but they may be varied by us in writing from time to time.

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