



## **TERMS OF BUSINESS AGREEMENT**

### **INTRODUCTION**

For general insurance purposes Utility Warehouse Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 766672. 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 and provide information but do not offer advice or make a personal recommendation 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. We do not provide a fair and personal analysis of the market and although not contractually bound, we offer insurance from a limited number of insurers for some products and a single insurer for other products:

#### **Bill Protector Insurance**

We only offer accident, illness and unemployment insurance from Canopus Managing Agents Limited at Lloyds Limited (Lloyd's Syndicates 4444/1861). These products meet the demands and needs of those customers wishing to obtain protection in the event of personal accident, disability or unemployment.

#### **Home Insurance**

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. Here at Utility Warehouse, our aim is to provide high quality products and services at competitive 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.

#### **New business**

At new business, this means 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.

#### 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.

#### **Optional Legal Expenses and Home Emergency as an add-on to Home Insurance**

We offer optional Legal Expenses cover from a single insurer, this is administered by Legal Insurance Management and underwritten by Royal & Sun Alliance Insurance plc.

We offer optional home emergency cover from a single insurer, this is arranged through Coplus, a trading name of Motorplus Limited and underwritten by Astrenska Insurance Limited.

These covers have a 12 month term which will automatically renew unless you cancel.

#### **Standalone Boiler & Home Cover**

We offer standalone Boiler & Home Cover, which can supplement your home insurance, from a single insurer, underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

#### **THE CAPACITY IN WHICH WE ACT FOR YOU**

We act as an insurance intermediary, not an insurer. We act on your behalf when arranging your insurances, when helping you make any changes to your policy, when you renew your insurance and in the event of a claim but on behalf of the insurer in binding them to the risk.

#### **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.

We normally receive commission from insurers and product providers and any commission we receive will be paid by the insurer or product provider from the insurance premium.

#### **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.

## **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**

In your dealings with us you may provide us with information that may include data that is known as personal data. Where we process personal data, we comply with statutory data processing requirements as set out by the Data Protection Act 2018. The personal data we will collect will include information relating to your name, address, date of birth, contact details and 'health' or 'criminal offences'.

We will process your personal data to allow us to provide you with our services in quoting for, arranging and administering your insurances. Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by emailing [insurance@utilitywarehouse.co.uk](mailto:insurance@utilitywarehouse.co.uk).

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firms associated with us, with other authorised third parties and product and service providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact our Data Privacy Representative by emailing [privacy@utilitywarehouse.co.uk](mailto:privacy@utilitywarehouse.co.uk), by

writing to Utility Warehouse, Insurance Department, Network HQ, 508 Edgware Road, The Hyde, London, NW9 5AB. How we process your personal data is detailed further within our Privacy Notice (<https://uw.co.uk/legal/privacy-customer>).

## **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 overdue for 14 days. We will provide a minimum of 7 days written warning, before cancelling a policy. 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. You have the right to cancel your policy at any time; to do so you must contact us and any charges and refunds will be calculated as follows:

### For Home Insurance cancellations:

- If cancellation occurs during the first 12 months of insurance, we will deduct an administration fee of £26.40.
- If the period of insurance has not yet started, we will provide a full refund of premiums paid 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 refund of premium paid and deduct our administration fee of £26.40.

In addition:

- If a claim has been made in the current period of insurance whether that is within the first 12 months or beyond this period, we will charge the outstanding premium remaining on the policy for that existing 12 month term of insurance.
- Once the policy renews, 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.

### For Boiler & Home Cover cancellations:

- If cancellation occurs during the first 12 months of insurance, we will deduct an administration fee of £30.00.
- If the period of insurance has not yet started, we will provide a full refund of premiums paid 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 refund of premium paid and deduct our administration fee of £30.00.

In addition:

- If a claim has been made in the current period of insurance whether that is within the first 12 months or beyond this period, we will charge the outstanding premium remaining on the policy for that existing 12 month term of insurance.
- Once the policy renews, 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.

For Bill Protector cancellations:

- If the policy is cancelled 1 calendar month prior to cover starting, there will be no charge for cover.
- If cover has started then cover will be cancelled at the end of the month that you decide to notify us on and so you will be billed up to that month of notification of cancellation.
- If you have commenced a claim or are having your monthly bills paid following a successful claim, you will not be able to cancel the cover until the next calendar month from the final claim payment against your Utility Warehouse bill.
- Unlike Home Insurance and Boiler & Home Cover, there is no administration fee for the cancellation of a Bill Protector policy.

**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](http://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@uw.co.uk](mailto:insurance@uw.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@uw.co.uk](mailto:billprotectormailboxaccess@uw.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](http://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.