



Our Terms of Business

The Financial Conduct Authority

The Home Insurer trading as Property Expert Limited, of Suite 3, Thrapston House, Huntingdon Road, Thrapston Northamptonshire NN14 4NF is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Registration number is 615253.

Our permitted business is advising, arranging, dealing as agent and assisting in the administration of general insurance contracts. You may check this on the FCA's register by visiting the FCA website, <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

Our Service

Unless specifically confirmed in writing you will not receive advice or a recommendation from us. We may ask some questions to narrow down a selection of products that we will provide details on. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer. You understand that these Terms and Conditions, together with your proposal form, establish the basis of your contract with Property Expert Limited, whom you have appointed as your independent intermediary. For our mutual protection telephone calls may be monitored or recorded. We undertake our activities in accordance with the Laws of England and Wales and any disputes will be governed by and construed in accordance with these Laws.

Products

For property insurance we select products based on a fair analysis of the market. For other types of insurance, we deal with a select panel of Insurers and for some insurance, such as Legal Protection we deal exclusively with a single Insurer, selected as offering good service and value for money. We will give you full details of any such arrangement before you make any commitment on any product we offer.

We may pass client money to another broker who we may use to arrange a specific type of cover. We will make it clear to you where our assessments include these facilities and where we have not investigated alternatives on your behalf.

Remuneration

We normally receive commission from the insurers or product providers with whom we deal and make charges for handling your insurances as follows: -

New Business/Renewal Arrangement Fee	Up to £20
Mid-term Adjustments to Policy & Policy Cancellation	£20
Cancellation Before Cover Start Date	£20
Miscellaneous Letter Fee	£10
Late or Uncleared Payment Fee	£20
Duplicate Policy Documents	£20

At quotation stage you will be informed of the total price to be paid, including any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. Alternatively, this will be displayed in your welcome documentation. Other taxes, costs or both may exist in respect of products and services that we offer which are not paid through or imposed by us. Please note that any refund of premium will only be credited upon receipt of same from your Insurance Company.

For return premiums, inclusive of cancellation return premiums, we repay commission on the refund to your insurer and this amount will be deducted from the final amount refunded to you.

Handling Client Money and/or Insurer Money

We collect and hold money as agent of the insurer/policy provider as governed by the FCA rules. This involves operating one or more of the following – a statutory trust and/or risk transfer. Further details available on request.

Provision of Cover

You should be aware that cover cannot be granted in the absence of premium payment, or part thereof. In the event of an initial payment not being authorised, cover may not be deemed to have been afforded in any way. It remains your responsibility therefore to ensure that sufficient funds are available so that cover may commence. We are unable to effect cover or make subsequent changes to any policies by email or fax; you must telephone and speak to an adviser.

Instalment Terms

You understand and agree that, where you have selected to pay via a payment plan, the deposit paid represents cover that has been afforded to you and that the whole of the annual premium has been paid to the agreed insurance company by Property Expert Limited and is financed by a third party finance provider. You further understand that failure to make instalment payments may ultimately lead to the cancellation of your policy.

Your Responsibilities

It is your duty to take reasonable care to answer all questions honestly and to the best of your knowledge. If you do not, your insurance policy may be cancelled or treated as if it never existed or your claim may be rejected or not paid in full. It is important that all statements you make on proposal forms claim forms and other documents are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any of the questions are

true and accurate before signing the document. Failure to provide requested information to your insurers could invalidate your insurance cover and mean that part or all of a claim may not be paid.

You agree to provide all information and documentation that we require promptly and within a maximum of ten days. Failure to do so may lead to the commencement of cancellation procedures.

You should read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention should be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

Please note that if you have not made us aware of any particulars relevant to this risk, for example any previous claims, which subsequently come to light, the policy may be cancelled or void from inception or an additional premium may be required to continue cover. Should any particulars be omitted it could result in non payment of any claim.

Upon receipt of your policy documentation a fourteen day cooling-off period becomes effective. Should you find that the policy is unsuitable for your needs, you may cancel at any time within this period by informing us in writing and returning your documents. In addition to any charge made by your insurer for time on risk, a charge of £25.00 will be made by Property Expert Limited for the administration of your policy at that point. No refund would be due if a claim has been made during this period.

You should inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us immediately for guidance.

Cancellation of Insurances

You should make any request for the cancellation of a policy in writing and any relevant document such as Certificate of Insurance or Policy Schedule should be returned to us. In the event of cancellation, charges for our services will apply in accordance with our schedule of charges. 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.

In the event that you do not return the necessary paperwork or default in paying any premiums due, for whatever reason, you understand that, subject to writing to you by recorded delivery, we reserve the right to cancel your policy and to recover any balance of monies due to us. If such action leaves a balance due this will remain payable by you; if such action leaves a credit this will be refunded to you.

If any balance or premium is not paid on demand we may appoint a debt collection agency to collect the outstanding balance on our behalf or take direct legal action, at which point a £50 charge will be immediately added to the debt. Any additional charges or costs incurred, including those of the agency, and any associated court costs will further be added to the debt.

Complaints and Compensation

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact us on 01832 735388, or email us a complaints@thehomeinsurer.co.uk we will advise you how to proceed.

Having followed our Customer Complaints Procedure (full details available on request), if you are still not satisfied, you may refer your query to the Financial Ombudsman Service. We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance, size of the business (if a commercial customer) and the circumstances of the claim. The compensation limit for insurance mediation is 90% for non compulsory insurance,

and 100% for claims in respect of a liability subject to compulsory insurance Further information about compensation scheme arrangements is available from the FSCS.

Data Protection & Confidentiality

All personal information is treated by us as confidential and is processed in accordance with the relevant legislation. We will not use or disclose personal information without your consent, other than in the normal course of arranging and administering your insurances which may include credit checking via our appointed finance company, except where we are compelled by law (including by regulators or law enforcement agencies) to disclose such information. In such instances personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties. We can not confirm the data protection and confidentiality policies for each insurer or other companies we may use.

From time to time we may use information we hold about you to provide information about other products or services we offer. If you do not wish to receive marketing information please inform us in writing.

Privacy Policy

We are registered under the data protection laws governed in the United Kingdom, and we take all possible action to ensure there is no unauthorised access to your personal data. We reserve the right to amend this privacy policy at any time and without notice in response to changes in data protection laws and privacy legislation

Property Expert Limited keep your personal details and the details of any other individuals you may disclose for insurance purposes on our database. This information may be defined as sensitive data according to the Data Protection Act 1998. We will take it that you have consented to our necessary processing of your sensitive personal data.

We may use your information together with other information for quotations, administration, marketing, and customer service. We will disclose your information to the insurer, our service providers and agents for these purposes. You have a right to ask for a copy of your information. We will charge a fee of £10.00 for this service to cover our administration costs.

Property Expert Limited may contact you by mail, telephone, SMS, fax or e-mail to let you know about any services or promotions which may be of interest to you.

If, at any time, you do not wish your information to be used for these purposes, please write to: The Home Insurer trading as Property Expert Limited, of Suite 3, Thrapston House, Huntingdon Road, Thrapston Northamptonshire NN14 4NF, or phone us on 01832 735388.

We may use credit or insurance reference agency and fraud prevention agency records, and exchange information with them about you and people financially linked to you, as well as others within your household, to help make decisions about you and them for your Insurance proposals, validating claims (including, but not limited, to the Claims and Underwriting Exchange register) and money laundering. You confirm that you have obtained consent for this agreement from any additional drivers or proposers, and you will share with them the details of what you have agreed to on their behalf.

Our terms of business are subject to English law.