

HEPBURNS INSURANCE SERVICES LIMITED (HISL) TERMS OF BUSINESS

Regulation.

We, Hepburns Insurance Services Limited, of Crowthorne House, Nine Mile Ride, Wokingham, RG40 3GZ, are authorised and regulated by Financial Conduct Authority (FCA) to advise on and arrange general insurance products. Our FCA register number is 313541 and you can check this on the FCA's register by visiting the FCA's website www.fca.org.uk/firms/financial-services-register or by contacting the FCA on 0800 111 6768.

Our service to you.

We will not normally provide you with advice or personal recommendations. This means that information will be provided to you and you will then need to make your own choice about how to proceed and ensure that the policy is suitable for your needs. If you speak to one of our advisers about taking out, amending or renewing your policy, then it is likely to be on an advised basis. This will include providing a personal recommendation where appropriate in order to ensure the insurance cover discussed is suitable for your needs

Our service includes advising and arranging your insurance cover with Insurers to meet your requirements and helping you with any ongoing changes you have to make.

The capacity in which we are acting

Sourcing a suitable Policy: We act as your agent

Placing the insurance: We act as your agent

Conflict of Interest

We are an insurance intermediary and will act on your behalf in arranging your insurance arrangements. However, in certain situations we may act for or owe a duty of care to other parties. We will inform you when these circumstances occur, so you will be aware of any possible conflict, and can decide what action you want to take.

How we made our selection

In regard to Tenants Insurance we offer cover from a single Insurer, Trafalgar Insurance Company Limited. Occasionally, the insurance requirements of a tenant are not compatible with the risk criterion of Trafalgar Insurance Company Limited and if this happens the insurances are then arranged with Insurance Corporation of the Channel Islands, if this Insurer will accept the risk.

In regard to Landlords Insurance, we can arrange cover with Aviva or Insurance Corporation of the Channel Islands. All Leasehold landlord Insurances are arranged with certain underwriters at Lloyds.

Disclosure of information

For tenants

It is important that you understand that any information, statement or answer provided by you to us, or your insurer, is your responsibility. You must take reasonable care not to make misrepresentations when providing information or answering insurer's questions. If you are careless in the information you provide or you deliberately misrepresent the facts, this may then render your insurance void from inception (the start of the contract) and/or allow the insurer to repudiate liability for a claim (entitle the insurer not to pay your claim). You are advised to keep copies of all the documentation we and your Insurer send to you and you should also retain any documentation you send to us or your Insurer. If you are not clear on your responsibility to disclose information or if you have any questions generally regarding this please contact us. Our contact details are set out below. Please note that the requirement for you to provide correct information applies not only at commencement and renewal of your policy, but also at any time during the period of insurance.

For landlords

You must disclose all material facts. A material fact is anything the insurer needs to know about the risk they are accepting. Failure to disclose a material fact may render your insurance void from inception (the start of the contract) and/or allow the insurer to repudiate liability for a claim (entitle the insurer not to pay your claim)

If in doubt, please contact us and we will give you examples of what you must tell us or the insurer.

Awareness of policy terms.

We strongly advise you to carefully read all policy documents that we send to you, as it is these documents, including the policy, schedule and any certificate of insurance that set out the details of cover that you have in place. If you have any concerns or questions about the documents or the policy terms and conditions generally, please contact us as soon as possible.

Charges and Fees

We are paid by commissions which we receive from the Insurer. We will provide details of any commission earned to landlords on request.

If you are a tenant and want to pay your tenants insurance premium monthly, we will charge you an additional amount of £1.95 per month over and above the premium amount to cover our administration costs. Details of this charge will be shown in your quotation and in the documentation we send to you.

If you are a landlord and want to pay your landlords insurance premium monthly then a charge may be made but this will be discussed with you before you agree to go ahead or incur any liability.

We do not charge fees for making changes to your policy and if you chose to cancel your policy no charges will be made by us.

Client Money

Client money is money we receive and hold on behalf of our clients over the course of our relationship, or money we treat as client money in accordance with the client money rules.

We hold client money in a non-statutory trust bank account. This means we are entitled to and may use client money held on behalf of one client to pay another client's premium before the premium is received from that other client and pay premium refunds to another client before we receive payment from the insurer. However, we are not entitled to use client money to pay commissions before we receive the relevant premium from that client. If you do not wish us to hold your money in a non-statutory trust bank account, please let us know.

Any interest we earn on any money held in the non-statutory bank account will be retained and will not be passed on to you.

If we do not hear from you to the contrary, we will assume you consent to us handling client money in this way.

Customer protection information

It is our intention to provide our clients with excellent service at all times. However, should you have cause to complain please contact Mr Charles Foster, either verbally or in writing, who will take the details of your complaint. Charles contact details are as follows:

Mr Charles Foster
Hepburns Insurance Services Limited
Becket House
6 Littlehampton Road
Worthing
BN13 1QE
Telephone number: 01903 890062
Email: Charles.foster@hepburnsinsurance.com

We will acknowledge your complaint in writing within three working days and we will advise you of who will be handling the complaint. We will try to resolve your complaint as quickly as possible but if our investigations take a while to complete we will provide a full response within 4 weeks or explain our position and provide timescales for our full response.

If you are not satisfied with our full response you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS), which is an independent complaints resolution service.

Cooling off period.

We will give you the information you need so you can make an informed decision before you make a final commitment to buy your insurance policy. Tenants will have fourteen days from the date they receive the policy documentation or the start date whichever is the later to change their mind and cancel the insurance contract.

Landlords insurance policies may include a cooling off period.

Claims

In the event of an incident which could give rise to a claim, you must tell us as soon as possible. If you do not inform us in a timely way, the Insurer may refuse to deal with your claim or reduce the amount that you receive from them. We do not have the insurers authority to pay claims, but we will act as your agent in regard to a claim, which means we can provide assistance in submitting and processing your claim.

Privacy Notice.

We are committed to ensuring that your privacy is protected. Our Privacy Policy sets out details of the information that we may collect from you and how we may use that information. Full details of the policy can be viewed <https://www.hisinsurance.com/pdf/Privacy%20Policy.pdf>

Please contact us if you would like us to send you a copy of our Privacy Policy.

Renewal

The information you have provided to us on inception of your Policy and to date is the information on which your insurance cover is based. Renewals are invited on the presumption that there have been no changes in the information you have provided or the property insured. It is important that you check that the information you have given us is up to date and complete. You should contact us immediately if there have been changes in the information and values to be insured. We can then update the Insurer and ensure that the renewal of your Policy is based correctly on the up to date information and risk.

Failure to notify us or your insurer of any significant changes in the information you have provided may lead to your policy being cancelled or your claim being rejected or not fully paid.

If we select an alternative insurer for your risk, due notice of the change will be given to you at the renewal of your policy and you will have the opportunity to decide if you want to continue with the insurance cover at that time.

Termination

You may cancel these Terms of Business with us at anytime by confirming this in writing to us. If you do so, we will continue to be entitled to receive any commission and instalment charge whilst the policy remains in force.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). FSCS provides compensation, subject to the type of business and circumstances of the claim, where the company is not able to meet its obligations. Insurance arranging is covered for 90% of the claim, without any upper limit. Full details are available from the FSCS at www.fscs.org.uk.

Law and Jurisdiction

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

Contact details

You can contact us by telephone on 01534 515161 or by email at hisl@hepburnsinsurance.com. If you would like us to phone you please email us with your contact details and we will call you.

August 2018