

Terms Of Business

ABOUT HOME AND LEGACY INSURANCE SERVICES LIMITED

Please read this document carefully and use this information to decide if our services are right for you. These Terms, dated January 2022, supersede any Terms of Business that may have been previously sent to you. They come into force immediately on issue and remain in force until further notice. They describe our professional relationship and the terms upon which we will provide our services to you.

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. You should contact us if there is anything in this document which you do not understand or with which you disagree.

Any reference to your policy in these Terms of Business refers to each and every policy which you purchase through us.

1 About us

Home and Legacy Insurance Services Limited is an insurance intermediary and a credit intermediary. We are a wholly owned subsidiary of Allianz Holdings plc. The ultimate parent company of Allianz Holdings plc is Allianz SE. We are registered in England, company no. 3007252, at 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Whenever we refer to “we”, “us” and “our” in these Terms of Business it means Home and Legacy Insurance Services Limited.

2 The Financial Conduct Authority

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. Home and Legacy Insurance Services Limited is regulated by the FCA to carry out insurance distribution and credit intermediation activities. Our Financial Services Register number is 307523. This can be verified by visiting the Financial Services Register website at fca.org.uk/register.

3 Privacy notice (How we use your information)

We use your personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business, conduct market research and manage our relationships with insurers and other business partners to meet the legitimate needs of our business
- to send marketing information about our products and services if we have received your specific consent.

We may share your personal information with:

- other companies within the global Allianz Group (allianz.com)
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Insurance Fraud Bureau (IFB)
- our approved suppliers to help deal with claims or to provide and manage our services, for example, vehicle repairers, legal advisors, loss adjusters, premium finance companies and risk surveyors
- insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other organisations that provide services to us or you, for example, the Claims and Underwriting Exchange (CUE)
- external agencies for market research purposes
- prospective buyers in the event that Allianz Holdings plc wishes to sell all or part of our business.

All written communication from us will be electronically unless you tell us that you wish to receive correspondence by post.

Further information about how your data will be used can be found in our 'Privacy Notice' at homeandlegacy.co.uk. Alternatively you can ask us for a copy.

When you call us to discuss your insurance all telephone calls will be recorded for our mutual protection, training and monitoring purposes. We will also ask a series of questions to ensure that we are speaking to you and not to a person who is not authorised to ask questions or give instructions to us on your behalf.

If you have given us your consent we may occasionally use your contact details to send you information about our other products and services. We will ask you if you'd prefer not to receive this information by email.

We do not share your personal data with any third parties for their marketing purposes.

4 The services we provide

We can act both as your agent and as agent of the insurer at different times during the life of your policy. We explain who we act for throughout these Terms of Business.

We'll act honestly, fairly, professionally and always in your best interests. Our staff are not incentivised to recommend any particular contracts of insurance. We are not contractually obligated to place your insurance business with any of the insurers we deal with or to sell products exclusively for any insurer.

Our staff who act as advisers have the necessary skills, knowledge and the expertise to provide you with suitable advice and guidance.

We'll always aim to communicate with you in a way that is clear, fair and not misleading. We will provide you with information about our products at the point in the sales process when it will be most useful to you. This information will always be objective and relevant. We will ensure you are provided with the appropriate Insurance Product Information Document (IPID) in the necessary format for all products where the provision of this document is a regulatory requirement.

Our services include advising you (giving you a personal recommendation) on your insurance needs, arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make. If you are unfortunate and have to make a claim, we will also assist you and tell you what your responsibilities are in relation to making claims.

We offer our own Home & Legacy branded insurance products. **We act as your agent when we are recommending our products.**

We do not offer you advice based on a 'fair and personal analysis' of the market. We will advise and recommend the most appropriate of our products for you after we have assessed your demands and needs. This includes at renewal and when we contact you by telephone to discuss information that you have entered into our website forms.

The advice we provide you with will be confirmed in a written demands & needs statement giving the reasons why we consider the product we've recommended best meets your needs.

Most of the insurers who underwrite the insurance cover for our products have delegated underwriting and other authorities to us. This means that if you decide to purchase a policy based on our recommendation (including at renewal) we have the authority to agree cover and to issue policy documentation and renewal documentation on their behalf. **Where we have delegated authority and are arranging your insurance we act as agent of the insurers.**

When we provide you with a quote or contact you when your policy is due for renewal we will always provide you with details of the insurers your cover could be placed with.

Our selection of insurers takes into account their financial standing and our understanding of market conditions. Our assessment is subjective and we cannot guarantee the future ability of any insurer to meet its obligations.

5 The products we provide

We offer our own products as described below. These may be offered from a single insurer or from a limited range of insurers.

Home insurances

Prestige and Ultimate Home

Our insurance products designed for high-value homes and possessions.

In conjunction with our home insurance products we can also offer multi trip travel to provide annual travel insurance for you and members of your household who permanently live with you.

Prestige Home and Ultimate Home	Insurers who offer cover
The buildings, contents and liability cover sections of these policies could be placed with any of the insurers listed.	<ul style="list-style-type: none">• Aviva Insurance Limited.• Certain Underwriters at Lloyd's; Syndicate 457, managed by Munich Re Syndicate Limited.• Highway Insurance Company Limited (part of LV=).
The legal expenses cover section (automatically included) is only offered from a single insurer.	<ul style="list-style-type: none">• Allianz Legal Protection a trading name of Allianz Insurance plc.
The home emergency assistance cover section (automatically included) is only offered from a single insurer.	<ul style="list-style-type: none">• AWP P&C SA part of the Allianz Group.
The identity fraud detection and assistance section (automatically included) is a non-insured service offered from a single provider.	<ul style="list-style-type: none">• TransUnion a trading name of TransUnion International UK Limited.

Multi Trip Travel

Multi trip travel	Insurers who offer cover
This policy cover is only offered from a single insurer.	<ul style="list-style-type: none">• AWP P&C SA part of the Allianz Group.

Landlord insurances

Prestige and Ultra Landlord

Landlord's Legal Expenses

Landlord's Rent & Legal Protection

Our insurance products for residentially let property: to offer cover for buildings and contents; loss of rent (following tenant default) and landlord legal expenses.

Prestige Landlord and Ultra Landlord	Insurers who offer cover
The buildings, contents and liability cover sections are only offered from a single insurer.	<ul style="list-style-type: none">Allianz Insurance plc.
Landlord legal expenses cover (automatically included with Ultra Landlord) is only offered from a single insurer.	<ul style="list-style-type: none">Markel International Insurance Company Limited.
Landlord rent protection (optional cover with Ultra Landlord) is only offered from a single insurer.	<ul style="list-style-type: none">Markel International Insurance Company Limited.
Landlord emergency property assistance (optional cover with Ultra Landlord) is only offered from a single insurer.	<ul style="list-style-type: none">AWP P&C SA part of the Allianz Group.

Rent & Legal Protection and Landlords Legal Expenses	Insurers who offer cover
The cover for these policies is only offered from a single insurer.	<ul style="list-style-type: none">Markel International Insurance Company Limited.

We can also offer to arrange insurance cover with other insurers for some risks that we cannot accommodate under our own products, for example cover for building works at your home such as extensions or new buildings.

When we provide you with a quote for other insurers' products we will always provide you with details of the insurers who underwrite the cover. **We act as your agent when recommending and arranging other insurers' products.**

We continually keep our insurance products under review to ensure that over their lifetime they will continue to meet the needs, objectives and characteristics of the customers they are designed to suitable for. If through our product monitoring we decide that a product does not deliver appropriate customer outcomes or no longer offers fair value for customers we will take appropriate action.

This may involve changing the insurer and/or the terms and conditions of your cover or we may even decide to withdraw the entire product or part of a product. (Some products we offer have sections of cover that are underwritten by different insurers).

We will write to you to give you advance notice with full details of the changes and setting out your options.

If we decide to change the insurer or the terms and conditions we will give you the opportunity to contact us if you do not want cover with the new insurer and/or new terms and conditions.

If a product or any component part of a product is to be withdrawn we will arrange for you to receive an appropriate premium refund. If you are due a refund this will be returned by us without delay.

6 Quotations

When we provide you with a quotation it is only valid for a limited period of time. The validity period will be stated within your Quotation documentation but is not guaranteed (e.g. if through our product monitoring we decide that a product does not deliver appropriate customer outcomes or no longer offers fair value for customers we may have to take prompt action to withdraw the product from the market).

7 Policy documentation

We will issue all required policy documentation to you in a timely manner. This will normally be within 7 working days of the contract of insurance being concluded. You are responsible for reviewing your policy documentation to ensure that the details are correct and the cover provided meets your requirements. Where we have given you a recommendation we will enclose a statement of demands and needs with your documentation. You should read this carefully as it will set out the reasons for our recommendation. If the cover does not meet your requirements you should advise us as soon as possible.

Where we are not giving you any advice or recommendation we will send you an insurance product information document setting out the key features of the insurance provided, which you should carefully review to make sure the insurance meets your requirements. If the cover does not meet your requirements you should advise us as soon as possible.

8 Change of circumstances

You must advise us as soon as possible of any changes in your circumstances that may affect the cover provided under your policy.

9 Mid-term changes to your policy

If you ask us to make a mid-term change to your policy and the terms and conditions have changed since you commenced or renewed your policy, we will inform you of this and provide you with a written explanation for the changes to those terms and/or conditions.

If you are due a return premium following a mid-term change to your policy any amount due to you will be returned by us without delay.

If the mid-term change request is an instruction for the cancellation of your policy, any amount that is due to you will be returned by us without delay and no later than within 30 days.

10 Renewal

You will be provided with the renewal terms no less than 21 days before the expiry of your policy, or notified that renewal is not being invited. Included with the renewal terms will be a statement of any changes to the terms of your policy, statement of price and information about your cancellation rights. You will also be given an explanation of any other general changes made to your policy and advised of your right to request a new policy wording.

Any renewal of your policy will be made using the information that you provided to us in connection with your previous policy. Unless you tell us otherwise we will assume that information is correct.

When we invite renewal of our product this may include inviting renewal with a different insurer to your existing policy. We will indicate the renewal premium together with details of the premium you paid for the cover you required at the start of the previous period of insurance.

If you made any mid-term changes that affected the premium we'll also indicate the amount you would have paid at the start of last year having taken those changes into account.

The renewal premium will be fair (our best terms) and you will not have to pay more than a new customer with the same information and policy cover.

Please check that your policy cover continues to be appropriate for your needs. You may wish to compare the levels of cover and prices offered by alternative providers.

11 Customer monies

We are governed by the FCA rules designed to protect you when we hold monies on your behalf.

We have agreed with the insurers that any premiums you pay to us will be treated as having been paid to them when they are received into our segregated customer bank accounts that they require us to operate.

We have also agreed with the insurers that any claims monies or premium refunds that are paid to us by them will not be treated as having been paid to you until you receive them. **When we hold your monies we act as agent of the insurers.**

We will deduct any commission and fees that are due to us before we pay the premiums to the insurer.

We will inform you in advance if for any product we recommend or arrange for you the monies are not to be held by us as agent of the insurer concerned. Under those circumstances we will ask you to liaise directly with the insurer concerned. **In these situations we will act as your agent.**

Any interest that we earn on monies held in our customer bank accounts will be retained by us for our own use, rather than paid to you.

12 Claims

You must notify us as soon as possible of a claim or circumstances which may result in a claim under your policy. Full details of how to claim can be found in your policy wording. If you are unfortunate and have to make a claim, we will assist you and tell you what your responsibilities are in relation to making claims.

For our own products most of the insurers we deal with have delegated claims handling authority to us up to agreed limits with some exceptions. **When we agree and settle claims on behalf of the insurer directly with you we act as agent of the insurer.**

As we act as agent for the insurer there may on occasion be a risk of a conflict of interest, when we cannot act without breaching our duty to either the insurer or to you. In these circumstances we will inform you of our position and ask you for your consent for us to act. It may be reasonable under some circumstances for us to agree to decline to act for either party.

For claims that fall outside of our delegated authority and for other insurers' products we have arranged on your behalf, you will liaise and deal directly with the insurer's representative and/or insurer concerned. For these claims when we are assisting you we act as your agent.

When you notify us of a claim which we cannot handle as agent of the insurer we will advise you that we cannot deal with the claim and will forward the details to the insurer concerned promptly in order for them to handle. With your consent we may agree to liaise with the insurer concerned on your behalf.

In the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

13 Our remuneration and administration fees

Our remuneration

Our remuneration is a commission paid to us by insurers, which is a percentage of the insurance premium paid by you (including at renewal).

We are also remunerated by a commission from our premium finance provider if you take out a premium finance loan with them to spread the cost of your premium. This commission is included within the interest you are required to pay which is added to the loan.

You may, at any time, request information from us about any commission which we may have received.

Administration fees

We do not charge you an administration fee (or any other fee or charge) when you make changes to your policy mid-term or if at any time you decide to cancel your policy or if at any time you decide to cancel any automatic renewal feature of your policy.

14 Premium Finance

We act as a credit intermediary to be able to offer you premium finance loans from Close Brothers Premium Finance Limited (CBPF) a third party finance provider.

When we discuss your insurance with you (including at renewal) we will give you full information about our premium finance facility as this facility may allow you to spread the cost of your premium. We act as your agent when offering premium finance.

If you decide to take out a premium finance loan the amount of the loan will include the insurance premium and the interest which will be charged at £6.00 per £100. You will be informed of the annual rate of percentage adjustment (APR %) which is variable.

This information is provided to help you to compare the cost of similar loans. The APR% varies dependent on the amount and term of the loan and assumes that the monthly payment will be paid on time.

We will inform you of the total cost of your policy if it is purchased without taking a premium finance loan and the total cost if you opt to take out a premium finance loan. This information will include the details of the costs that are associated with the premium finance loan. We will separately set out the difference in cost between the two options so that you can see that use of the premium finance facility will be more expensive when compared to paying the premium upfront in full.

We also highlight when there is a difference between the duration of your policy and the premium finance loan. (E.g. our home insurance products provide cover for 12 months but the credit agreement has a duration of 10 months).

Before you decide to commit to a loan it will be important to ensure that you can afford the monthly instalments. Defaulting could result in cancellation of your loan, your insurance policy or both and your credit rating may also be affected. Premium Finance Loans applications are always subject to acceptance by CBPF. Pre-application assessments including affordability and anti-money laundering will be carried out by CBPF which may use credit scoring, credit reference agencies and automated decision-making systems. These assessments will leave a hard footprint on your credit file.

You will have the right to withdraw from the loan agreement without incurring any charge within 14 days commencing from the day that you receive your welcome information pack from CBPF.

If you decide to pay your premium by instalments using the CBPF facility you will have a running account credit agreement which can automatically continue when your policy is due to be renewed. We will ask you to contact us before your renewal date to let us know whether you want to continue with the credit agreement. If you do not respond to us with your clear instructions before your renewal date, your policy will automatically be renewed. This means that your insurance cover will continue to be provided to you. Your renewal premium will then be collected by instalments by the continuation of your existing credit agreement.

If there are arrears (you miss a monthly payment) CBPF charge a default fee of £30 when collecting the outstanding amount. If the loan agreement has to be cancelled due to unpaid arrears they will also charge you a cancellation fee of £15.

We only have the one provider for premium finance, so it is possible that you may be able to fund the premium cheaper elsewhere (e.g. paying by credit card or taking out a personal loan).

15 Conflicts of interest

Conflicts of interest can cast doubt on our integrity and professionalism so we take all appropriate steps on an ongoing basis to identify and to prevent conflicts of interest between you and us (this includes our staff and other companies within the Allianz Group with whom we are closely linked); or between you and another customer.

When the arrangements we put in place are not sufficient to manage conflicts of interest we will disclose the general nature or sources of any conflicts to you together with the steps we have taken to mitigate those risks. This will enable you to take an informed decision and for us to either obtain consent from you for us to act or to decline to act.

16 Financial crime and fraud prevention

If financial crime or fraud is detected we may cancel any policies you have with us, not be able to provide the product or service you have requested or pay any claim.

As we are required by applicable law, we will report any suspicion of money laundering, financial crime, tax evasion or terrorist financing to the appropriate investigation or enforcement authority and other relevant organisations.

17 What to do if you have a complaint

If you wish to register a complaint, please contact us by writing to:

Address	The Operations Director Home and Legacy Insurance Services Limited 500 Avebury Boulevard Milton Keynes Buckinghamshire MK9 2LA	
Telephone	From the UK	0344 893 8360
	From overseas	+44 (0) 20 3118 7777
Email	info@homeandlegacy.co.uk	

Complaints which the insurer or a service provider is required to resolve will be redirected.

If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service.

financial-ombudsman.org.uk

Telephone: **0300 123 9 123** or **+44 (0) 20 7964 0500** (for calls from outside the UK), or Email complaint.
info@financial-ombudsman.org.uk

If the policy you take out is underwritten at Lloyd's of London the process for responding to complaints which has been put in place by Lloyd's will be followed. If you are a Lloyd's of London policyholder we will send details of their process to you. Our detailed complaint procedure can be found at www.homeandlegacy.co.uk. Alternatively you can ask us for a copy.

18 The Financial Services Compensation Scheme (FSCS)

We and the insurers are covered by the FSCS and you may be entitled to compensation from the scheme if we or insurers cannot meet our liabilities. Further information about compensation scheme arrangements is available from the FSCS. fscs.org.uk.

Please note our activities when acting as a credit intermediary are not covered by the FSCS.

19 Amendments to these Terms of Business

By accepting these terms you agree that we have a right to amend them by sending you either a notice of amendment in writing or a revised Terms of Business agreement.

We will always endeavour to give you at least 30 days' written notice of any changes to give you time to consider them, except where the change is required sooner in order to comply with regulatory requirements (in which case we will give you notice of the change as soon as is reasonably practicable).

20 Termination of these Terms of Business

You or we may terminate our authority to act on your behalf by providing at least 14 days' notice in writing (or such other period as we may agree).

21 Law and jurisdiction

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business you and we submit to the non-exclusive jurisdiction of the English courts.

HOME & LEGACY

EXPERTLY CRAFTED
INSURANCE



Chartered

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