

# Landlords Insurance

## Terms of Business

Insurance provided by

**ASSETSURE**

**Company: Hildon Park Ltd t/as Assetsure**

**Product: Landlords Insurance**

Hildon Park t/a Assetsure is registered in England and Wales and authorised and regulated by the Financial Conduct Authority (Reg No: 592997).

### Terms of Business Agreement

This forms part of your contract with us.

### 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.

### About Assetsure

Assetsure is a trading name of Hildon Park Limited, registered address: Assetsure 3rd Floor Peek House 20 Eastcheap London EC3M 1EB

We are authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Number is 592997. We are an insurance Intermediary. We are permitted to make arrangement, advise and deal as an agent of insurers with respect to non-investment insurance policies. We can also act as a credit broker. You can check these details on the FCA's register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register) or by calling the FCA on 020 7066 1000.

### How to contact us (Policy enquiries)

We are open from 8.30am-7.00pm Monday to Friday and from 10.00am to 2.00pm on Saturdays and Sundays. Bank Holiday opening hours will be displayed on our website: [www.asseture.com](http://www.asseture.com)

**Telephone:** 0208 0033 190

**Email:** [enquiries@assetsure.com](mailto:enquiries@assetsure.com)

### Which Services do we provide you with?

Assetsure do not specifically recommend products, however, we will ask you questions to determine that the product we are offering is applicable for your circumstances and meets the usual Demands and Needs of those that wish to insure Landlords Buildings & Contents and optional Legal Expenses.

However, you are responsible to assess whether the product meets your specific requirements.

You can then choose whether you wish to proceed. For our Landlords Insurance product we use three insurers:

A consortium of Legal & General & ERGO Versicherung PLC managed by Pen Underwriting Ltd ARAG PLC

ARAG PLC are the insurer for the Legal Expenses section of your policy. It is an optional cover.

### Your duty of disclosure

You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

### Conflicts of interest/Customers best interests

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly and professionally ensuring your best interests are our priority. In certain circumstances we may act for and owe duties of care to insurers and/or other parties; for example this might be where an insurer authorises us to settle claims on its behalf. We have systems in place to manage any conflicts of interest. However, where we become aware of any actual or potential conflict of interest with our duty to you which our internal arrangements are not sufficient to manage, we will inform you of the situation, the options available to you and obtain your consent before we proceed.

### Insurer security

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

### Compensation arrangements

Assetsure are covered by the Financial Services Compensation Scheme. 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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

### Complaints

For Sections 1-2 of this policy, if you wish to make a complaint, you can do so at any time by referring the matter to either Assetsure or the Complaints team at Pen Underwriting Ltd. Contact details as follows:

Assetsure  
3rd Floor Peek House  
20 Eastcheap  
London  
EC3M 1EB

**Telephone:** 0207 305 5601

**Email:** [enquiries@assetsure.com](mailto:enquiries@assetsure.com)

or

Complaints Officer  
55 Blythswood Street  
Glasgow  
G2 7AT

**Telephone:** 0141 285 3539

**Email:** [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

If you remain dissatisfied with the outcome of your complaint, you may have the right to refer your complaint to an alternative dispute resolution body.

If you live in the United Kingdom or the Isle of Man the contact information is:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

**Telephone:** 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)

**Telephone:** 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman  
PO Box 114  
Jersey  
Channel Islands JE4 9QG.

**Telephone:** Jersey +44 (0)1534 748610;

Guernsey +44 (0)1481 722218; International +44 1534 748610.

**Fax Number:** +44 1534 747629

**Email:** [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)

**Website:** [www.ci-fo.org](http://www.ci-fo.org)

### How to cancel

Please contact us immediately if you wish to cancel any insurance policy we have arranged for you.

You are entitled to cancel this contract of insurance within 30 days of either the date you receive this contract of insurance or the start of the period of insurance, whichever is the later, and receive a full premium refund.

If you cancel after this date we will refund any premium paid for the remaining period of insurance providing that you have not made a claim during the current period of insurance. For example, if you have been covered for six (6) months, the deduction for the time you have been covered will be half the annual premium. We do not charge a fee for cancellation.

In the event of a claim being paid no return of premium is allowed. Following a claim, if you wish to cancel your policy any outstanding balance on a monthly direct debit plan will become due. We may deduct this amount from any claim settlement made.

### Remuneration Disclosure (Landlords)

When you take out a policy with us we charge you a fee of £10.00. This charge is for the provision of our services including all policy documentation, claims handling and renewal invitation. In addition, the insurer pays us commission being a percentage of the annual premium.

### Payment of premiums

We require payment of premium when your cover commences. You may pay by debit or credit card or monthly direct debits (monthly direct debits are subject to a charge)

### Protecting your money

Prior to your premium being forwarded to the insurer, and for your protection, Assetsure hold your money as an agent of the insurer. This means your policy is treated as being paid for. Assetsure may transfer your money to another intermediary in some cases. However your money will be protected at all times because of the requirements of FCA rules. Assetsure also reserve the right to retain interest earned on this account. By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.

### Adequacy of insurance values

It is your responsibility to ensure that all sums insured and policy limits are adequate. We cannot accept responsibility for their accuracy. It is strongly recommended that the appropriate enquiries are made to ensure that the sums insured and limits under the policy are suitable.

### Money laundering/Proceeds of crime

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

### Termination

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

### Block transfers

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us so to do.

### How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact us or the insurer direct as soon as you become aware of any incident which could give rise to a claim. If in doubt about whom you should contact, or if you require our assistance in relation to a claim or potential claim please contact us.

For Section 3, Legal Solutions, if you wish to make a complaint please contact ARAG plc,  
9 White Ladies Road  
Clifton  
Bristol  
BS8 1NN.

**Telephone:** 0117 917 1561

If you remain dissatisfied you can pursue your complaint further with Lloyd's of London

## **Complaints**

Lloyd's, One Lime Street  
London  
EC3M7HA

**Telephone:** 020 7327 5693

**Fax Number:** 020 7327 5225

**Email:** [complaints@lloyds.com](mailto:complaints@lloyds.com)

**Website:** [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If Lloyd's is not able to resolve the complaint to your satisfaction, then you can refer the matter to the Financial Ombudsman Service using the details already provided.

You should tell them that the policy is underwritten by Brit Syndicate 2987 at Lloyd's.

## **Information about the Financial Ombudsman Service (FOS)**

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The FOS's decision is binding upon the Insurer, but you are free to reject it without affecting your legal rights. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **Online Purchases**

If you purchased this insurance online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is <http://ec.europa.eu/odr>.