

TERMS OF BUSINESS

The information printed on this certificate forms the basis of the insurance cover, please read through the whole Insurance Certificate and all the policy documents issued thoroughly. If any part of the Certificate is incorrect or inaccurate or you require further information, please contact our Customer Services team on 020 8587 1060. Further and more detailed information about the cover is available in the Policy Wording booklet provided.

STATUS

Rentguard Limited ("Rentguard") is an independent Insurance Broker, authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number is 670126. You can check our details online using the Financial Services Register at <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768. As scheme operators, we offer a range of insurance products from a number of specialist insurers. Details of these insurers are available on request.

OUR PROMISE

Our service includes arranging your insurance cover with your choice of underwriter, issuing you with the relevant detailed policy documents, assisting you with any queries that you might have regarding your cover, helping you with any changes that you have to make to your insurance certificate; including mid-term adjustments and cancellations. We will also assist you with any claims you may need to make. We adhere to the FCA code of conduct and promise to treat all customers fairly. We always act on your behalf in arranging your insurance. It is our intention to provide you with a high level of service at all times.

FEES AND CHARGES

Your insurance premium is based on insurer charges and will include Insurance Premium Tax (IPT) and administration fees. There may be additional fees associated with cancellations, changes in payment types, or mid-term adjustment if there are changes to the underwriting risk. We may also charge you a payment handling fee for paying with certain types of card. If there are any other specific charges that need to be made, we will advise you in advance. You are entitled at any time to request information regarding any commission which we may have received as a result of placing your insurance business or arranging premium finance.

If you pay your premium by instalments we shall inform you of any additional fees, charges or interest as part of your credit arrangements.

RISK TRANSFER (including risk transfer to sub brokers)

Rentguard holds monies on behalf of insurers, and confirms that FCA regulated agents of Rentguard may also hold monies on behalf of insurers, subject to the terms and conditions of the Rentguard agency agreement. Monies can be held and co-mingled in a statutory account. Handling money on behalf of a client when not FCA regulated, is prohibited.

PROTECTING YOUR MONEY

Prior to your premium being forwarded to the insurer, and for your protection, we hold your money as an agent of the insurer which means your policy is treated as being paid for. We 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.

CUSTOMER PROTECTION INFORMATION

If you wish to make a complaint about our service, please do so by following our Complaints Procedure. In the first instance, you should contact us by telephone on 020 8587 1060 or in writing to 27 Great West Road, Brentford, London, TW8 9BW with your complaint addressed to the Managing Director. Details on how to make a complaint can be found at the back of your policy booklet. You may be entitled to refer this to the Financial Ombudsman service. Further information is available at <http://www.financial-ombudsman.org.uk> or by contacting the consumer helpline on 0800 023 4567.

COMPENSATION ARRANGEMENTS

We 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. The compensation scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/>.

YOUR DUTY OF DISCLOSURE

Consumers: 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.

Non-consumer customers: Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

WITHHOLDING DOCUMENTATION

We may retain certain documents such as your insurance certificate whilst we are waiting for full payment of premium from you. We would not normally thereafter retain your documents unless you specifically request us to keep them for you. In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents which you are required to have by law.

CLAIMS

In the event of a claim, please notify us on 020 8587 1071. When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without any unnecessary delay. We will notify you of any request for information we receive from your insurer. Claims must be notified within 30 days (except for Legal Expenses and Rent Guarantee and Legal Expenses Only Insurance Policies, which allow 45 days) of the incident occurring.

PROTECTING YOUR INFORMATION

All personal information will be treated as private and confidential (even when you are no longer a customer), except: where the disclosure is made at your request and/or with your consent and its relating to the administration of your insurance or where the law requires us to. Some or all of the information you supply to us in connection with your insurance, will be shared with other companies for underwriting, claims and premium collection purposes. Your data will be held in accordance with the Data Protection Act 1998, under which you have a right of access to see personal information that is held in our records, whether electronically or manually.

If you have any queries, please write to the Managing Director at 27 Great West Road, Brentford, London, TW8 9BW.

CANCELLATION POLICY

We hope you are completely delighted with your policy; however if you decide you do wish to cancel it, please contact us immediately. This will need to be done in writing to either info@rentguard.co.uk or 27 Great West Road, Brentford, London, TW8 9BW. You have 14 days from the inception date of your policy, or from the day when you first receive your documents to decide if this product meets your needs. If you choose to cancel this policy within this period, and no claims have been made, we will issue a refund, charging only for time on cover. Cancellations made after 14 days of the inception date will be subject to a cancellation fee of up to £35 plus a pro-rata premium for time on cover. For example, if you pay £200 for a policy and cancel it half-way through the term you will be entitled to a refund of £100 for the unexpired portion of the policy less the cancellation fee of £35 (total refund in this instance would be £65). Please note any administration fees charged are non-refundable if cancelled after the 14 day cooling off period.

On certain policies, such as Legal Expenses & Rent Guarantee Insurance, there is no refund payable after the 14 days and no cancellation fee will be charged. Where this is applicable it would be highlighted in your policy wording.

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.

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.

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.