

Terms of business

UK Landlord Insurance Services



About us

Butlin Property Services Ltd, trading as UK Landlord Insurance Services of 40 Howard Road, Clarendon Park, Leicester, LE2 1XG is an Appointed Representative of Backhouse Insurance Brokers Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA), reference number 307658.

Only companies regulated by The Financial Conduct Authority are authorised, with very little exceptions, to sell general insurance products, they undertake to monitor all activities including financial position, sales, advisory and service standards of the company. Our name/address and statutory status can be checked by telephone on 0800 111 6768 or email at FCA.org.uk/register. The company acts independently and provides impartial advice and recommendations on the particular choice of Insurer.

Insurers

On selection of an insurer we endeavour to take account of their financial standing using market knowledge, disclosed accounts and performance standing with the various rating agencies. We cannot guarantee Insurer solvency nor the future ability of any insurer to meet immediate or long term obligations.

Credit checks

To make sure you get the best offer from insurers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether or not your applications proceed. Unless you contact us to confirm you do not wish us to carry out these searches we will assume your consent has been given and proceed as above.

Payment of premiums

Premium payment may be made through the Insurers own direct debit facility where available or through our own premium finance arrangements, our remuneration is that provided within our standard "agency agreements" with those Insurers and Premium Finance providers we represent.

Payment can also be made by most debit or credit cards. In most cases, premiums paid to us are held in Risk Transfer agreements set up in strict agency agreements with your Insurer. If Risk Transfer is not applicable, premium is held in a statutory trust account, again set up to protect any premiums we hold.

Payment to third parties

We may transfer client money to third person, such as another broker, for effecting a transaction on your behalf through that person. This may include brokers or agents outside the UK. The legal and statutory regime applying that person outside the UK may be different from that of the UK and in the event of a failure of that firm, this money may be treated in a different manner from that which would apply if an agent in the UK held the money.

You may notify us if you do not wish your money to be passed onto a person in a particular jurisdiction.

Remuneration and charges

We may, at our discretion, charge the following fees. You will always be advised prior to your sale concluding, if fees are going to be applied. In addition the Insurer pays us a percentage of the annual premium after the policy starts.

New Business up to £50.00
Renewal up to £50.00
Mid-term amendments up to £50.00

No "earned commission" will be refunded for mid term alterations resulting in a return premium or cancellation of your policy. We will charge as per the above charges or we will reclaim our commission whichever is the greatest, we will not charge both. If interest on your invested premium exceeds £20 the full amount will be refunded.

You have the right at any time to request details of any commission earned and our capacity & services.

On occasion the Insurer may pay a "work transfer" commission for handling additional administrative work on their behalf.

Cancellation

(i) Cooling Off Period – depending on the type of product you have purchased, you may be entitled to a 14 day cooling off period. Full details available on request.

(ii) Cancellation Midterm – midterm cancellation refunds vary between different Insurers. Details of which are shown in their policy documentation provided.

In addition some insurance policies may not provide a refund following cancellation.

Your commitment

Whilst The Financial Conduct Authority regulates members for the protection of clients, it is your responsibility to provide complete and accurate information before and during the policy period. It is important that you ensure that all statements made on proposal and claim forms are full and accurate, the possible consequences of not providing full information could be an avoidance of the policy or non payment or partial payment of a claim.

Security

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro-rata, may arise under policies where a participating insurer may be insolvent.

Claims procedure

A major benefit of insuring with UK Landlord is our commitment during our period of appointment to provide a first class claims service, which is why we have a dedicated team dealing with claims via our partner Backhouse Insurance Brokers Limited.

When a claim occurs: In office hours you have the option of contacting ourselves or the Insurer "Help Line" or "Club Line", both provide a similar service and are designed to provide initial guidance, out of office hours the Insurer lines are open 24 hours a day/365 days a year.

If you do contact the Insurer we will be notified, acting in your interests we will contact you in writing with our own claim number, contacting ourselves will produce a similar letter acknowledging the claim, either method will result in ourselves giving you advice on how to proceed.

If the incident is not covered in part or full we will provide in writing a full explanation.

Where selected we will appoint your legal expense Insurer and supply them with all necessary documentation to pursue a recovery of your uninsured losses such as an excess. It should be noted that the insurer has the option of reinstating/replacing or providing cash settlement, the option is theirs but acting on your behalf we will endeavour to seek the option you require. In the event of a large claim such as a fire, we would recommend the services of a loss assessor, who would represent your interests against that of the Insurer appointed loss adjuster.

All our claims are "diarised" to chase the Insurer for settlement, where appropriate or where you specifically request we will provide a progress report, it is usual for larger material damage or liability claims to take longer to settle due to their complexity. On settlement of the claim we will forward the cheque immediately its received, the settlement letter will provide advice on the progress of recovering costs from an at fault third party where appropriate.

Scope of capacity and services

- Advice with a personal recommendation – we will advise and make a personal recommendation once we have assessed your needs, our service includes arranging your insurance to meet your demands and needs and assisting you with ongoing changes.
- Capacity – we act as your agent when sourcing a policy, placing the insurance and in the event of a claim, we are acting on behalf of the Insurer when we collect your premium, where this occurs in other circumstances, you will be advised at the time.

Selection

- Where appropriate we have conducted a fair and personal analysis of the market to meet your demands and needs, we have access to a sufficiently large proportion of the markets that have your product available.
- To obtain a product that most meets your needs we may use another intermediary to assist in placing your business.
- Occasionally we may only offer products from a single Insurer which meets your Demands and Needs. You will be notified when this occurs.

Complaints procedure

If you are dissatisfied in some way we would like to know, and as required by the FCA we have a formal complaints handling procedure. Speak to the person with whom you arranged the insurance policy or with whom you normally deal, if that person is unable to answer your query to your satisfaction and you wish to make a formal complaint you may do so either orally or in writing.

All complaints will be acknowledged by the end of the next working day of receipt by our complaints officer Managing Director Peter Barnes at Backhouse Insurance Brokers. We are statutorily required to provide a final response within "8 weeks" but will in any event look to respond as soon as practically possible, given the complexity of the matter of the complaint; our response will include:

An acceptance of complaint & an offer of redress
OR
A rejection of the complaint with reasons

If there remains dissatisfaction then a further appeal can be made within 6 months from the initial date of the complaint to The Financial Services Ombudsman where compensation may be available, we are bound by any decision.

Financial Services Ombudsman
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0845 605 5525
Email www.financial-ombudsman.org.uk

Financial services compensation scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business/ circumstances of the claim. Further details are available by downloading the Protecting your Money FSCS Leaflet (PDF)

Confidentiality

All personal information about you will be treated as private and confidential. We are registered with the ICO as a Data Controller. We undertake to comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. Your personal information will be kept secure. If you require more information on how we use your personal data please refer to our privacy notice.

Duty of disclosure

Definition of a Consumer – A policyholder acting for purposes outside his trade, business or profession

Consumer policies: We take this opportunity to remind you of your Duty to take reasonable care to answer all of the insurers' questions fully and accurately and to ensure that any information that you volunteer is not misleading. Where a statement of fact has been provided by the insurer, it is your duty to check that the information is full, accurate and not misleading.

This duty exists whilst arranging your policy, when it is renewed and any time that it is varied, and your policy documentation may provide that your duty continues for the duration of the policy. If you do not do this, your insurers may be able to impose different terms on your policy cover, may charge you a higher premium or, in some circumstances, may be able to void your policy from inception and any claims made would not be paid.

Please contact us immediately for assistance if you do not fully understand your duty of disclosure, if you are unsure whether any information volunteered may be misleading or if it comes to your attention that full and accurate information may not have been provided in response to the insurers' questions.

Definition of a Non Consumer – A policyholder acting for purposes within his/her trade, business or profession

Duty of fair presentation

Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk.

This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not – should you require additional explanation of what constitutes a material circumstance, please contact us immediately.

You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information. If you feel you have not been able to do so, please advise us so we can allow underwriters to make further enquiries if they wish to do so. You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith.

Any deliberate or reckless misrepresentation may involve part or your entire claim being declined and in some circumstances; the Insurer may be entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

This duty exists whilst arranging your policy, when it is renewed and any time that it is varied, and your policy documentation may provide that your duty continues for the duration of the policy. If you do not do this, your insurers may be able to impose different terms on your policy cover, may charge you a higher premium or, in some circumstances, may be able to void your policy from inception and any claims made would not be paid.

Please contact us immediately for assistance if you do not fully understand your duty of disclosure, if you are unsure whether any information volunteered may be misleading or if it comes to your attention that full and accurate information may not have been provided in response to the insurers' questions.

Financial crime

The National Crime Agency (NCA) requires us to report any suspicious transactions to them, and we may have to obtain evidence of client's identity at the start of a business relationship. We may ask for sight of your passport, utility bill or bank statements. For companies, evidence usually consists of a copy of the Certificate of Incorporation or we may check the Companies House register.

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, we both irrevocably submit to the exclusive jurisdiction of the English courts.

Data Protection – Privacy Notice

Introduction

We recognise our responsibility to treat your personal information with care and to comply with all relevant legislation, in particular the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) – the “legislation”. This notice covers our requirement to provide you with information on how and why we use your personal data and of your rights under the legislation.

Data controller

We have provided you with a quotation and/or administer your insurance policy and are classed as the “data controller” which means we process your data. The contact details are shown at the foot of this notice. Your data may be passed to other parties, including Insurers, for the purposes of arranging your insurance. These parties could also be data controllers and where necessary will issue their own Data Protection Privacy Notices.

Personal information

We will use personal information about you mainly to provide you with a quotation from Insurers, arrange and administer your policy if you buy one through us, arrange Premium Finance/Consumer credit if required, inform you about our other products and services and statistical analysis.

Some of the personal information we ask you to provide may be sensitive (special category) as defined in the legislation such as information about your medical history. We can collect such information for insurance purposes

Legal basis for processing your personal information

We are required to have a lawful basis (as defined) in order to process your personal data and the relevant bases which we use are show in the table below.

Purpose of processing
Providing quotations; arranging and administering insurance policies
Arranging Premium Finance/ Consumer Credit
Provision of information on products and services (Marketing)
To notify you of changes in our service
To prevent and detect fraud, money laundering and other financial crimes
To meet general legal or regulatory obligations
Statistical analysis

Marketing

We may contact you by email, text, telephone, mail or other agreed means to keep you up to date about our products and services.

The legislation allows us to do this in our own commercial interests for certain communications. In other circumstances we can only do so with your explicit consent. In all cases you can opt out from receiving such communications at any time.

Credit search consent

To make sure you get the best price and terms for your Insurance, we will use the widest possible range of Insurers available to us including some who now carry out searches of their own to protect customers from fraud and to verify identity.

They do this using publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations to whom they may need to pass some of your personal information. Their search will appear on your credit report whether or not you take out or renew a policy with them.

As well as these searches, some Insurers may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not you take out or renew a policy with them.

without your specific consent but it will only be used for the purposes set out above. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and that we may use their personal data in the same way as your own as set out in this notice.

Disclosure of your personal information

As a necessary part of providing you with the services described above we may need to disclose your personal data to other third parties. These may include:- Premium Finance companies, Computer bureaux/Software Houses, Insurers, Other Insurance Intermediaries, Insurance Industry databases, Government databases, Credit agencies, Regulatory authorities, the Police and other law enforcement bodies.

Fraud prevention and detection

To prevent and detect fraud we may at any time:-

1. Share information about you with other organisations and public bodies including the Police.
2. Check and/or file your details with fraud prevention agencies and databases
3. Undertake credit searches and additional fraud searches

We can supply on request further details of the databases which we use.

Lawful basis
Necessary for the performance of an insurance contract
Necessary for the performance of a consumer credit contract
Our legitimate interests or your explicit consent
Our Legal and Regulatory obligations
Our Legal and Regulatory obligations
Our Legal and Regulatory obligations
Our legitimate interests – to refine and enhance the products and pricing which we can offer

Automated decision making and profiling (if relevant)

For our on-line systems we carry out automated decision making to decide whether we can provide insurance to you and at what price. For all our quotation systems we may use external data from Credit agencies, Electoral Roll, etc. to help in decision-making on pricing and risk acceptance. This may be regarded as “profiling” as defined in the legislation. The legislation for both of these requires safeguards in the event that they have a legal or similarly significant effect on individuals. We do not consider that our processing poses such risks but you have rights to further information on these processes as explained below.

Retention period

Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the period will be for a maximum of 7 years following the expiry of an insurance contract unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

Your rights

You have the following rights in relation to our processing of your personal data:-

1. The right to be informed about how we use your personal data
2. The right to see a copy of the personal information we hold about you.
(In most cases this will be free of charge)
3. The right to have personal information rectified if inaccurate or incomplete.
4. The right of erasure of your personal information where there is no compelling reason for its continued processing.
5. The right to restrict processing in certain circumstances, e.g. if its accuracy is being contested.
6. The right to data portability which, subject to certain conditions, allows you to obtain and reuse your personal data across different services.
7. The right to object to certain processing including for the purposes of direct marketing.
8. Rights to information in relation to automated decision making and profiling.

Contact us/Complaints

If you have a complaint about how we use your personal information please contact us at the address below. You also have the right to lodge a complaint with the Information Commissioner's office at any time. For further information on this Privacy Notice, to access your personal information or to exercise any of your other rights, please contact :

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We specialise
in Buildings
& Contents
Insurance for
UK Landlords

