

## Terms of Business

# Butlin Property Services Ltd t/as UK Landlord Insurance Services and Backhouse Insurance Brokers Limited

### Service & commitment

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 Limited, a statutorily regulated company of the Financial Conduct Authority (reference number 307658). Only companies regulated by The Financial Conduct Authority are authorised, with very few exceptions, to sell general insurance products, and 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 by visiting the Financial Services Register at <https://register.fca.org.uk/>

Butlin Property Services Ltd and Backhouse Insurance Brokers Limited act independently and provide impartial advice and recommendations on the particular choice of insurer. On occasion we will act as a sub-broker to obtain preferential terms, where we do not deal directly with the insurer, and when this situation arises you will be clearly advised.

All our sales are advised unless we advise to the contrary.

### Definition of commercial customer

A policy holder acting for purposes within his/her trade, business or profession.

### Duty of disclosure

You are obliged to ensure that the insurer is provided with full and accurate material circumstances about your risk, now and throughout the lifetime of your policy. A material circumstance is anything that may influence an insurers judgement in their assessment of your policy, and should include all incidents/losses that you have dealt with yourself without involving an insurer. A material circumstance could include changes to your business activity, criminal convictions or any financial issues such a potential bankruptcy or County Court Judgement (CCJ). If you are unsure as to whether a circumstance is material, we recommend that it be disclosed. Failure to disclose may entitle the insurers to refuse to pay part or all of any subsequent claims. Specific obligations also apply as per below depending on your status.

### Duty of fair presentation

(Commercial Customer) - 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 and of fair presentation, 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 insurer's questions.

### Payment of premiums

Premium payment may be made through the insurers own direct debit facility where available or through a premium finance provider we represent.

Payment can also be made by most debit or credit cards or by BACS to UKLIS. Backhouse Insurance Brokers Limited holds Client Money in a Statutory Trust Account with an approved bank.

In the majority of instances, Backhouse Insurance Brokers Limited acts as agent of the insurer for the collection of premiums (risk transfer) which means that such money is treated as being received by the insurer when received by us. Where we do not have risk transfer, we will advise you.

### Payment to third parties

We may transfer client money to third parties, such as another broker, for effecting a transaction on your behalf through that party. This may include brokers or agents outside the UK. The legal and statutory regime applying to that party 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 party in a particular jurisdiction.

### Premium finance

We may be able to arrange finance for insurance instalments through the insurer or through a preferred premium finance provider. We act as a credit broker in arranging premium finance facilities and we will give you further information about this before we finalise your instalment arrangements. When we are aware there is an alternative premium finance arrangement available, with a lower annual percentage rate, for example direct with your insurer, we will let you know. This will enable you to make an informed decision. We will not make a specific recommendation or provide you with specific advice. We will give you the relevant information you require, honestly, fairly and professionally and in a way that is in your best interests. This may include information about one or more agreements that you may be eligible for, so that you can compare them, which will enable you to make your own choice about whether to go ahead with any particular finance agreement.

### Important

Using premium finance makes the overall cost of the insurance more expensive. We will ask you to confirm that you have actively elected (that you have "opted in") to pay via premium finance. A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you make a decision whether to proceed.

Your agreement will last for 12 months but the premium finance may last for a shorter period.

If you choose to enter a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party.

This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder, and the finance company direct, not us or the insurer. It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement. For the provision of premium finance facilities, a credit check will be performed if you wish to use this payment.

### Remuneration and charges

Backhouse Insurance Brokers Limited is remunerated by receiving a percentage of premium by way of commission which will be disclosed to clients on request. Where we make a professional fee charge, this will be clearly identified. We may earn additional income from insurers to reflect our efficiency and/or profitability; from premium finance providers and from interest on our statutory trust account to which you consent to us retaining.

You have the right at any time to request details of any commission earned. No earned commission or fees will be refunded for midterm alterations resulting in a return premium or cancellation of your policy.

### 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. A liability for the premium, whether in full or pro-rata, may arise under policies where a participating insurer may be insolvent.

### Credit checks

To make sure you get the best offer from insurers, now, or at any renewal, in any point in 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 organisations. Their search will appear on your credit report whether or not your application proceeds. 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.

### 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 your 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.

### Claims procedure

A major benefit of insuring via Backhouse Insurance Brokers Limited 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.

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 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. If you contact us, you will receive a similar letter acknowledging the claim. Either method will result in us 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 expenses 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 it's received and the settlement letter will provide advice on the progress of recovering costs from an at fault third party where appropriate.

### 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)

### 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, assisting in completion of a proposal form or statement of fact, advising what cover meets your needs, placing the insurance and in the event of a claim. We are acting on behalf of the insurer when we issue cover notes, policies, certificates and when we collect your premium. We will advise you where this is not the case.

We will email your documentation to you, however should you require a hard copy we will print the documentation and send without charge.

### 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

It is our intention to provide you with a high level of customer service at all times. However, should you be unhappy with our service or have any cause for dissatisfaction, we have a formal complaints procedure. You can refer your complaint to Backhouse Insurance Brokers Limited by telephone 01282 677776 or in writing to Oakmount House, 9 Carrside, Lomeshaye Industrial Estate, Nelson BB9 6RX or by email to [info@backhouse.co.uk](mailto:info@backhouse.co.uk).

All complaints will be acknowledged promptly. We are statutorily required to provide a final response within eight 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 and an offer of redress or a rejection of the complaint with reasons.

If there remains dissatisfaction, then a further appeal can be made within six 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  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### 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.

### 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.

### Cancellation non- consumer

Commercial insurance policies do not routinely have cancellation rights except those available to the insurer. As a Commercial customer, you do not have the same cancellation rights by law as a consumer but may still have specific contract rights and reference should be made to the policy document to ascertain your position.

Where returns of commercial premiums are made on cancellation, it is usually following cancellation by the insurer, not the policyholder. On cancellation of a policy, any refund or premium allowed by the insurer will be paid to you after deducting our annual commission and fees.

### Termination

Our services may be terminated without cause or penalty by giving one month's notice in writing. If our services are terminated by you other than at the expiry of the policy, we will be entitled to retain any fees and all the brokerage payable. The responsibility for handling claims reported after the date of termination shall in the absence of an express agreement be the responsibility of the party taking over the role.

### 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.

### Limitation of our liability

You acknowledge and agree that you shall only be entitled to make a claim against us and not against any individual employee or consultant engaged by us. Our liability for losses suffered by you arising under or in connection with the provision of our services, whether in contract, tort (including negligence), breach of statutory duty or otherwise (and including liability for the acts or omissions of our senior management, employees and any appointed representatives) shall be limited in all circumstances to £2,000,000 per claim. Any claim or series of claims arising from one act, error, omission incident or original cause shall be considered to be one claim. We shall not be liable to you for any loss of profit or loss of business whether directly or indirectly occurring and which arises out of or in connection with the provision of our services. Nothing in this paragraph shall exclude or limit our liability for death or personal injury caused by our negligence or for loss by our fraud, fraudulent misrepresentation or breach of regulatory obligations owed to you. You can contact us to discuss increasing the limitations of our liability and/or varying the exclusions set out above.

# 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 UK's updated Data Protection Act 2018 and the 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 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

## Legal basis for processing your personal information

We will process your personal data in line with:

- The UK's updated Data Protection Act 2018, which was initially the UK's enactment of the EU GDPR
- The UK retained provisions of the EU's General Data Protection Regulation ("UK GDPR") (retained by virtue of the European Union (Withdrawal) Act 2018)
- Regulations based on wider EU legislation such as the Privacy and Electronic Communications Regulations (EC Directive) 2003 (PECR) and future updates
- Wider guidance from the Information Commissioner's Office – [www.ico.org.uk](http://www.ico.org.uk)

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	Lawful Basis
Providing quotations; arranging and administering insurance policies	Necessary for the performance of an insurance contract
Arranging premium finance/consumer credit	Necessary for the performance of a consumer credit contract
Provision of information on products and services (marketing)	Our legitimate interests or your explicit consent
To notify you of changes in our service	Our legal and regulatory obligations
To prevent and detect fraud, money laundering and other financial crimes	Our legal and regulatory obligations
To meet general legal or regulatory obligations	Our legal and regulatory obligations
Statistical analysis	Our legitimate interests – to refine and enhance the products and pricing which we can offer

## Legitimate interests

We may process your personal data where it is necessary for the purposes of our legitimate interests, provided those interests are not overridden by your rights and freedoms. As an insurance brokerage, our legitimate interests include:

- Providing you with relevant insurance advice and services tailored to your needs.
- Managing and developing our business operations, including internal administration and reporting.
- Ensuring the security and integrity of our systems and data.
- Preventing fraud and financial crime.
- Communicating with you about products, services, and updates that may be of interest to you, where permitted by law.
- Improving our services through customer feedback and analytics.

We carefully assess and balance our interests against your rights to ensure that your personal data is handled responsibly and respectfully. You have the right to object to this processing at any time. For more information, please refer to the "Your Rights" section of this notice.

## 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.

## 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 seven 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 (this privacy notice)
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:

The Data Protection Manager  
Backhouse Insurance Brokers Limited  
Oakmount House, 7-9 Carrside  
Nelson  
Lancashire BB9 6RX  
Tel: 01282 677776

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