



Home Insurance Direct

Our Terms of Business

effective from 1 Jan 2021

This Terms of Business Agreement sets out the basis on which Home Insurance Direct, referred to as 'We', 'Us', 'Our,' will provide business services to You as a consumer or commercial client of the firm.

Please contact us immediately if there is anything in these terms of business which You do not understand or with which You disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.

About Us

'Home Insurance Direct' is a trading name of Thomas Underwriting Agency Limited. Thomas Underwriting Agency Limited is a wholly owned subsidiary of Arch Capital Group Limited. We are authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number is 304302. We are an intermediary permitted to arrange and deal as an agent of insurers and clients, and assist in claims handling in respect of non-investment insurance policies. You can check these details online using the Financial Conduct Authority Register at <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768.

For home buildings and contents, we offer insurance from Arch Insurance (UK) Ltd. We do not offer credit broking facilities. We do not provide advice or make a personal recommendation on suitability of products, You must decide if the product meets your demands and needs.

Contact us

Hours Monday to Friday, 09.00 to 17.00 (except public holidays)
Telephone 01622 742068
Email enquiries@homeinsurancedirect.co.uk
Address One Hermitage Court
Hermitage Lane
Maidstone
Kent ME16 9NT

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, Your policy may be void or cancelled, or a claim may be rejected or not fully 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.



Home Insurance Direct

Our Terms of Business

effective from 1 Jan 2021

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, void Your policy or in some circumstances, Your policy may be cancelled and premium not refunded.

How to cancel

Please contact us immediately if You wish to cancel any insurance policy We have arranged for You. You may have a right to cancel a policy without penalty within the first 14 days (or, in some cases, longer). Please refer to Your policy document for further details; special terms apply to travel insurance. If You cancel within this initial cancellation period (where this applies) You will receive a pro rata refund of premium from the insurer. Insurers are entitled to make an administrative charge which reflects the administrative costs of arranging and cancelling the policy.

If You choose to cancel other than within an initial cancellation period You may not receive a pro-rata refund of premium. In addition, We may charge an amount that reflects the administrative costs of arranging and cancelling the policy (see our tariff of administration charges). If You cancel a travel insurance policy outside the initial cancellation period, no refund of premium is made.

Privacy Statement

Fair Processing Notice

The privacy and security of **your** information is important to **us**. This notice explains who **we** are, the types of information **we** hold, how **we** use it, who **we** share it with and how long **we** keep it. It also informs **you** of certain rights **you** have regarding **your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

Arch Insurance (UK) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information **you** provide **us** and is registered with the Information Commissioner's Office for the products and services **we** provide to **you**. **You** can contact **us** for general data protection queries by email at DPO@archinsurance.co.uk or in writing to the Data Protection Officer, 5th Floor, 60 Great Tower Street, London EC3R 5AZ. Please advise **us** of as much detail as possible to comply with **your** request.

What information do we collect?

We will collect personal information which may include **your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **your** enquiry or product and payment details (including bank account number and sort code) which **we** need to offer and provide the service, product or to deal with a claim. **We** may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **you** with the product, service or for processing a claim. **We** only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **you** object to use of this information, then **we** will be unable to offer **you** the product or service requested.

How do we use your personal information?

We will use **your** personal information to

- assess and provide the products or services that you have requested
- communicate with you



Home Insurance Direct

Our Terms of Business

effective from 1 Jan 2021

- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of **our** products or services (for example, to update **you** on the progress of a claim or to discuss renewal of **your** insurance contract). **We** are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **we** comply with them. To ensure confidentiality and security of the information **we** hold, **we** may need to request personal information and ask security questions to satisfy ourselves that **you** are who **you** say **you** are. **We** may aggregate information and statistics on website usage or for developing new and existing products and services, and **we** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of **your** personal information in line with industry practices, including storage in electronic and paper formats. **We** store all the information **you** provide to **us**, including information provided via forms **you** may complete on **our** websites, and information which **we** may collect from **your** browsing (such as clicks and page views on **our** websites). Any new information **you** provide **us** may be used to update an existing record **we** hold for **you**.

When do we share your information?

To help **us** prevent financial crime, **your** details may be submitted to fraud prevention agencies and other organisations where **your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR). In addition to companies within the Arch Group, third parties (for example insurers or loss adjustors) who deliver some of **our** products or provide all or part of the service requested by **you**. In these instances, while the information **you** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **you** or claims processing, underwriting and pricing purposes or to maintain management information for analysis). This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment. The data we collect about **you** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA").

It may also be processed by staff operating outside of the EEA who work for **us** or for one of **our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **you** have requested. If **we** provide information to a third party **we** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **your** data is treated securely and in accordance with this fair processing notice. **We** may of course be obliged by law to pass on **your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB). **We** may also share your information with anyone **you** have authorised to deal with **us** on your behalf.

How long do we keep your information for?

We will not keep **your** personal information longer than is necessary for the purpose for which it was provided unless **we** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings). In certain cases, **we** will keep **your** information for longer, particularly where a product includes liability insurances or types of insurance for which a



Home Insurance Direct

Our Terms of Business

effective from 1 Jan 2021

claim could potentially be made by **you** or a third party at a future date, even after **your** contract with **us** has ended.

Your rights

Under data protection law **you** have the right to change or withdraw **your** consent and to request details of any personal data that **we** hold about **you**. Where **we** have no legitimate reason to continue to hold **your** information, **you** have the right to be forgotten. **We** may use automated decision making in processing **your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision that **you** are unhappy with. Further details of **your** rights can be obtained by visiting **our** long form notice at www.archcapgroup.com/Privacy-and-Data-Protection-Policy

Other uses of your data

Arch Insurance (UK) Limited or **our** service suppliers may use data about **you** (including sensitive data) for general risk assessment, statistical and trend analysis, research and modelling purposes. **We** will not use **your** data for marketing purposes unless **we** have your consent.

Our contact details

If **you** need more information about how **we** process your data or if **you** wish to exercise **your** rights under the Data Protection laws, please contact The Data Protection Officer at Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London, EX3R 5AZ or DPO@archinsurance.co.uk.

Complaints about your data

If **you** are not satisfied with the way **we** have managed your personal data or **you** think that we have breached Data Protection legislation, **you** may complain to the Information Commissioners Office. Further information can be found at www.ico.org.uk/make-a-complaint, or you can telephone them on 0303 123 1113.

Credit and Sanctions List Checks

We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Rights of third parties

No provision of these Terms of Business will be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any other person other than you or us.

Money laundering/Proceeds of crime

We are obliged to report any suspicion of money laundering or terrorist financing activity to the appropriate authorities.

Limit of Liability

Our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £2,000,000 per claim. In respect of any other claim arising out of our performance or non-performance of the services hereunder our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 months prior to such claim arising.



Home Insurance Direct

Our Terms of Business

effective from 1 Jan 2021

We shall not be liable to you for any pure economic loss, loss of profit or loss of business, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (such as that listed above and howsoever caused) which arise out of or in connection with our services or this agreement. Nothing in this paragraph excludes or limits our liability for death or personal injury caused by our negligence, or for loss caused by or fraud, wilful misrepresentation or breach of regulatory obligations owed to you. You are welcome to contact us to discuss increasing the limitations of our liability and/or varying the exclusions set out above. Please note however that an additional charge and other terms may apply should we agree to amend this clause.

Protecting Your money

Prior to Your premium being forwarded to the insurer (or forwarded to You in the event of a premium refund) We hold Your money as an agent of the insurer with which We arrange Your insurance. Where We hold premium as the agent of the insurer it is regarded as received by the insurer. We may transfer Your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction.

By accepting this Terms of Business Agreement, You are giving Your consent for us to treat Your money in this way. Please notify us immediately if You have any objection or query.

Complaints

It is our intention to provide a high level of service at all times. However if You have reason to make a complaint about our service You should contact us immediately using the contact details on the first page of this document. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by post at The Financial Ombudsman Service, Exchange Tower, London E14 9SR, by telephone on 0800 023 4567, by email at complaint.info@financial-ombudsman.org.uk or online at www.financial-ombudsman.org.uk. If You do decide to refer any matter to the Financial Ombudsman Service Your legal rights will not be affected. We will provide You with our complaints handling procedures should You make a complaint and at any other time, upon Your request.

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. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting www.fscs.org.uk.

Adequacy of insurance values

It is the responsibility of the insured to ensure that the cover provided and all sums insured and policy limits are adequate and We cannot accept responsibility for their accuracy of sums insured or adequacy of indemnity limits. It is strongly recommended that You consult the appropriate professional (e.g. surveyor/accountant) to ensure that the sums insured and limits under the policy are suitable for Your needs.

Conflicts of interest

As insurance brokers We generally act as Your agent, arranging Your insurance and assisting You in the event of a claim. In certain circumstances We may act for and owe duties of care to insurers



Home Insurance Direct

Our Terms of Business

effective from 1 Jan 2021

and/or other parties. Where We become aware of any actual or potential conflict of interest, 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 with which We place business. 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 arrange alternative insurance cover.

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. Examples of reasons why We may discontinue providing services to You include but are not limited to

- where We suspect fraud,
- where You or any of Your representatives use bullying, threatening or abusive behaviour or language to any member of our staff

Ownership

Thomas Underwriting Agency Ltd is a wholly owned subsidiary of Arch Capital Group Limited.

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.