



# Unoccupied Direct™

## TERMS AND CONDITIONS

### **Our status**

Unoccupied Direct is a trading name of Unoccupied Direct Limited. Unoccupied Direct Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number: 797627. Registered Office: The Walbrook Building, 25 Walbrook, London EC4N 8AW. Registered in England & Wales. Company Number: 10621712. Unoccupied Direct Limited is part of the Gallagher group of companies.

### **Our service**

Our service is to offer Unoccupied Direct products only, which are underwritten by certain underwriters at Lloyd's. You will not receive advice or recommendations from us. We will ask you certain questions to find out which of our policies best meets with your requirements. You will then need to make your own choice about how to proceed.

In some circumstances, insurers may grant us delegated authority to carry out certain activities on their behalf (such as issuing documentation, binding risks and handling claims). Notwithstanding these roles, we have an overarching duty always to act in the best interest of our customers.

### **Conflicts of interest**

Please be aware that we may arrange insurance for you through Pen Underwriting Limited which is a company in the Gallagher group that acts on behalf of a number of insurers. Where we use other Gallagher companies to place your insurance, we always aim to treat you fairly and we manage all potential conflicts in accordance with our Terms of Business.

Other circumstances may arise where there is the potential for a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

### **Quotations**

Quotations provided by us are guaranteed for a period of at least 30 days from the original quotation date. This is subject to the information provided by you not changing. The premium quoted by us is the total amount payable and will include all insurance premiums, insurance taxes and any administration fees. Cover is always subject to receipt of a satisfactory Statement of Fact. If the Statement of Fact contains information not previously disclosed, we may amend any terms or premiums or we may withdraw cover.

### **Duty of disclosure**

In deciding to accept insurance with us, and in setting the terms and premium, we rely on the information you supply us. You must take care when answering any questions we ask, by ensuring that all information provided is accurate and complete. Failure to do so may result in your insurance becoming invalid, and any claim being refused and not paid, or being reduced and not paid in full. If we establish that you carelessly provided us with false or misleading information, it could adversely affect your policy and any claim. Should you have any doubts at all regarding any of the information given, you should ask us.

Please remember that it is your responsibility to provide us with up-to-date, correct and accurate information for the entire life of the insurance policy, including when any policy is due for renewal. If you become aware that information you have given us is inaccurate or your circumstances change, you must inform us as soon as practicable.

We recommend you retain a copy of all information you have supplied to us in relation to your insurance policy.

### **Payment of premiums**

All insurance premiums must be paid at the time of requesting cover, unless we agree to allow a period of time for you to pay. If we do allow a period of time for you to pay, then all payments must be made within this timeframe or the insurance policy will be void.

It is your responsibility to pay any additional premium that may become due following an amendment to the policy. These payments must be made at the time of making such amendment, unless we agree to allow a period of time to pay. We will raise an invoice and send it to you when there is any additional premium to pay. Failure to pay any premium that is due within the agreed time limits will result in the insurance becoming void.

Renewal premiums must be received on or before the renewal date to ensure continuous cover, unless we agree to allow a period of time for you to pay. Any renewal that is not paid within the agreed timeframe will result in the policy being lapsed or cancelled.

These payment terms apply at all times, unless we agree different payment terms with you or have agreed to allow you more time in which to pay.

### **Client money**

Client money is money of any currency that we receive and hold in the course of carrying on insurance mediation on behalf of our clients, or which we treat as client money in accordance with the client money rules. Client money will only be held as agent on behalf of an insurer or underwriter in accordance with a written agency agreement. This means that premiums paid to us by you are treated as having been received by the insurer or underwriter at the time you pay us.

### **Cancellation rights**

You have the right to cancel a general insurance contract within 14 days of receiving the terms and conditions. Providing you have not made a claim or the property has not been sold, transferred or inherited, and the policy is cancelled with effect from the start date of the insurance cover, we will refund the premium in full, but not any credit card fees paid when purchasing. We may cancel the insurance, giving a valid reason for doing so by giving you 14 days' notice in writing to your last known postal address, confirming that all cover will cease. In this event, we will refund your premium on a pro-rata basis. You may cancel the insurance by giving us seven days' notice in writing. In this event, we will retain the policy setup fee, then refund your premium pro-rata less an administration charge of £20, as long as there have been no claims made or reported during the period of insurance.

No return of premium will be given if under £20 or if you elected to take a 3 or 6 month only policy.

## Complaints procedure

Our aim is to always ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times, we are committed to providing you with the highest standard of service. To make or submit a complaint, you should, in the first instance, contact Unoccupied Direct by emailing us at [complaints@unoccupieddirect.co.uk](mailto:complaints@unoccupieddirect.co.uk), by writing to us at 4 Old Park Lane, London, United Kingdom, W1K 1QW, or by telephoning us on 0800 015 2211. A copy of our complaints procedure is available upon request.

If you remain dissatisfied, you may refer your complaint to Lloyd's Market Services and then to the Financial Ombudsman Service (FOS). Their details will be provided to you at the appropriate stage of the complaint process. The complaint procedure is without prejudice to your right to take legal proceedings.

## Compensation

Unoccupied Direct and Underwriters at Lloyd's are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we or Underwriters at Lloyd's cannot meet our obligations. If you are entitled to compensation under the scheme, the level and extent of the compensation will depend on the nature of the contract. Further information about the scheme is available from the Financial Services Compensation Scheme PO Box 300, Mitcheldean, GL17 1DY. Tel: 0800 678 1100 or 020 7741 4100. Web: [www.fscs.org.uk](http://www.fscs.org.uk)

## Claims

When you first insure with us, you will be provided with the relevant policy wording with full details of how to make a claim under our insurance policies. When you first become aware of any incident that could give rise to a claim, you should inform us immediately, this can be done online at [www.unoccupieddirect.co.uk](http://www.unoccupieddirect.co.uk) or by telephoning us on 0800 015 2211. You will be required to complete a claim form. This can be done on our website by submitting an electronic claim form, or by downloading a claim form to post back to us. We can also post one out to you if required. Details of the claim will be passed on to the group claims management company, Purple Bridge Claims Management Limited who will handle the claim on our behalf.

## Renewals

We will issue renewal notices to you at least 21 days before the policy is due to expire. You are required to confirm your acceptance of the renewal by way of payment of the full annual premium as set out in the section Payment and premiums above. Please remember that it is your responsibility to ensure that all information detailed in the renewal document is correct, and that any errors or incorrect information is notified to us before your policy expires, so we can issue you with a correct renewal notice. If you pay your premium by Direct Debit, your policy will automatically renew with us. If you do not wish to renew, you must inform us so we can lapse the policy.

## Midterm adjustments

You can make amendments and changes to your insurance policy at any time upon receipt of full details from you. This can be done via the Amend a Current Policy section of our website, verbally over the telephone, via email or letter. An administration fee of £15 may be charged and any additional or return premium will be calculated on a pro-rata basis from the day the amendment or change takes place, up until the expiry of the policy. If you wish to cancel your policy, you can do so at any time by giving us seven days' notice in writing. Full details of our cancellation process can be found in the above section Cancellation rights or in your policy wording.

## Administration charges

We may charge an administration fee of up to £25 per policy at inception and renewal and we may charge an administration fee of up to £20 for any policy amendment or cancellation. This will always be clearly shown on your documents and is always included in any quoted premiums.

## Policy documents

We will not retain or withhold your insurance policy documents. All insurance policies are issued in full to you. When we first incept cover, we will issue you with an annual Schedule, which provides details about the risk, along with the relevant policy wording. All documents issued to you should be kept together in a safe place and read as one continuous document. If you amend your policy at any time, we will issue you with a revised Schedule.

## Telephone conversations

All telephone calls received or made by us may be recorded for monitoring and training purposes.

## Third Party Rights

Unless otherwise agreed in writing, no term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999. Activities undertaken by us under this agreement are provided for your sole use, and you shall not be entitled to permit third party access to this information without our express written permission.

## Termination

You or we may terminate our authority to act on your behalf at any time without notice period or penalty. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already initiated. Any business currently in progress will be completed unless we receive your instructions to the contrary. Any fees outstanding at the date of termination will be due within four weeks of the termination date.

## 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 becomes insolvent. In the event that an insurer becomes insolvent or delays making a claims settlement, we do not accept liability for any unpaid amounts.

## Governing law

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## Confidentiality

All personal information held by us in relation to you will be treated with the utmost confidence and, where appropriate, in accordance with data protection legislation, including the General Data Protection Regulation. You confirm that we may use and disclose information for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. These may include regulatory bodies, loss adjusters or underwriters connected to your policy, along with the group claims management company, Purple Bridge Claims Management Limited, who handle claims on our behalf.

Your information may be passed to other companies within the group who may wish to contact you in the future. Please contact us if you do not wish this to occur. Other than as stated, we will not release information about you to anybody else or to any other company unless we are legally obliged to do so.