

LETHQ LIMITED

INSURANCE TERMS OF BUSINESS

This document sets out the basis on which LetHQ Limited (“we”, “us”, “our”, “LetHQ”) will provide insurance intermediation services to you. It contains important information about us, the services we provide, our remuneration and your rights, and should be read together with our Privacy Notice and the specific policy documents for any insurance product we arrange for you. You may be a landlord, letting agent, tenant or other customer; these terms apply to you whenever we arrange insurance for you, whether or not you also use our online platform under separate terms. By asking us to arrange insurance for you, you agree to be bound by these Insurance Terms of Business.

1. ABOUT LETHQ

- 1.1 LetHQ Limited is a company registered in England and Wales (company registration number 10292353). Our registered office is at Enterprise House, The Courtyard, Old Court House Road, Bromborough, Wirral, CH62 4UE, and our trading address is 46 Seaview Road, Wallasey, Wirral, CH45 4LA.
- 1.2 We are authorised and regulated by the Financial Conduct Authority (the “FCA”). Our Firm Reference Number is 757682. You can verify our authorisation and the activities for which we are authorised on the FCA Register at <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768.
- 1.3 Our permitted business in connection with these Insurance Terms of Business is (i) insurance distribution as a non-advised insurance intermediary, online only, and (ii) credit broking, where applicable, in connection with monthly instalment payment options for some of those insurance products. We are not authorised to underwrite insurance, to administer insurance policies, to handle claims, or to provide credit. The FCA has restricted our permissions so that we cannot hold or control client money.
- 1.4 You can contact us about insurance by:
 - (a) email at insurance@lethq.co.uk;
 - (b) telephone on 0343 612 2233; or
 - (c) post to our trading address shown in clause 1.1.

2. OUR SERVICE

- 2.1 We arrange insurance contracts on a non-advised basis. This means that we will provide you with information about the insurance products we offer so that you can make your own informed decision about which (if any) of those products to buy. We will not give you a personal recommendation or advice about whether any particular insurance product is suitable for you.
- 2.2 You are responsible for deciding whether the insurance you choose meets your needs. We strongly recommend that you read the policy documents (including the Insurance Product Information Document (“IPID”), policy summary and policy wording) carefully before deciding to

buy. If you are unsure whether a product is right for you, you should seek independent professional advice.

- 2.3 The insurance contract, once arranged, is between you and the insurer. We are not a party to the insurance contract and we have no obligation to provide cover, settle claims or otherwise perform the insurer's obligations under the policy.

3. THE INSURANCE PRODUCTS WE ARRANGE

- 3.1 We currently arrange the following types of insurance product:

- (a) Rent guarantee insurance (for landlords and letting agents);
- (b) Landlord insurance (for landlords and letting agents); and
- (c) Tenant's liability/contents insurance (for tenants).

- 3.2 For each of the products listed in clause 3.1, we do not offer a fair and personal analysis of the wider insurance market. We arrange insurance exclusively through the administrator, Paymentsshield Limited (registered in England and Wales, company number 02728936), which is authorised and regulated by the FCA under Firm Reference Number 312708.

- 3.3 Paymentsshield Limited is itself an insurance intermediary which arranges insurance with a panel of insurers and underwriters. The identity of the insurer and/or underwriter for your specific policy will be set out in your policy documents. A current list of the insurers and underwriters Paymentsshield works with is available from us or from Paymentsshield on request, and is also published on the Paymentsshield website.

4. YOUR DEMANDS AND NEEDS

- 4.1 Before arranging insurance for you, we will identify your demands and needs based on the information you provide and the type of product you select. Because we provide a non-advised service, we will not assess whether a product is suitable for your individual circumstances. You should ensure that the cover offered meets your demands and needs before buying.

- 4.2 You must answer all questions we (or the insurer) ask honestly, accurately and to the best of your knowledge. Failure to disclose relevant information, or providing inaccurate information, may invalidate your policy, allow the insurer to refuse a claim or, in serious cases, void the policy from inception. If you are unsure whether information is relevant, you should disclose it.

5. INFORMATION WE WILL PROVIDE

- 5.1 Before you buy any insurance through us, we will (or the relevant insurer will) provide you with:
- (a) an Insurance Product Information Document (IPID) summarising the key features of the policy;
 - (b) a policy summary or product summary; and
 - (c) the full policy wording (often called a policy booklet).

- 5.2 After you have bought the insurance, we will send you (or arrange for the insurer to send you) confirmation of cover, the policy schedule, and any other documents required to evidence your insurance.
- 5.3 Where a policy is renewable, we will (or the insurer will) contact you in good time before the renewal date with the renewal terms and any information you need to decide whether to renew.

6. OUR REMUNERATION

- 6.1 For arranging an insurance contract, we receive commission from Paymentsshield Limited. The commission is built into the price you pay for the insurance, including at renewal, and there is no separate charge to you for our service.
- 6.2 We do not charge you any separate arrangement, administration, cancellation, mid-term adjustment or renewal fees for the Insurance Intermediation Services. Should we introduce any such fee in future, we will notify you in writing of the amount or basis on which it is calculated before you become liable to pay it.

7. PAYMENT OF PREMIUM

- 7.1 Premiums for insurance arranged through us are collected directly by Paymentsshield Limited (or by Paymentsshield's appointed payment processor or finance provider), not by us. The payment terms, instalment options and consequences of late or non-payment of premium are set out in your policy documents.
- 7.2 Some insurance products can be paid for by monthly instalments under a credit agreement with Paymentsshield Limited. Where you choose that option, we act as a credit broker introducing you to Paymentsshield Limited, which provides the credit; we do not provide credit ourselves. Not all products offer monthly instalments. The credit terms, including any charge for credit (which may be nil) and the total amount payable, will be set out in the pre-contract credit information and credit agreement provided to you by Paymentsshield before you enter into it.

8. CANCELLATION AND COOLING-OFF

- 8.1 Your cancellation rights, including any statutory cooling-off period, the refund position, and the procedures for cancellation by you or the insurer, are set out in your policy documents.

9. MID-TERM CHANGES TO YOUR POLICY

- 9.1 You must notify the insurer or administrator promptly of any change in your circumstances that may affect your insurance, including changes to the insured property, the people insured, the tenancy or occupants (where relevant), or any other matter the insurer asked about when you took out the policy. The consequences of mid-term changes, including any adjustments to premium and any administration fees that may apply, are set out in your policy documents.

10. CLAIMS

- 10.1 Claims are handled by the insurer or its appointed claims administrator, not by us. To make a claim, you should follow the claims process set out in your policy documents.

10.2 If you have a complaint about how a claim is being handled, you should follow the insurer's claims complaints procedure as set out in your policy documents.

11. FEEDBACK AND COMPLAINTS

11.1 We are committed to providing a high standard of service. If you are unhappy with any aspect of our service, or wish to provide any feedback, please contact us first so we can put things right.

11.2 You can contact us:

(a) by email to insurance@lethq.co.uk;

(b) by telephone on 0343 612 2233; or

(c) in writing to LethQ Limited, 46 Seaview Road, Wallasey, Wirral, CH45 4LA.

11.3 We will acknowledge your contact promptly and aim to resolve any concerns as quickly as possible. Where the matter is a formal complaint about our service, we will handle it in accordance with FCA rules and provide a final written response within the timescales required by those rules.

11.4 If you are not satisfied with our final response, or if we have not provided a final response within eight weeks of receiving your complaint, you may be entitled to refer the matter to the Financial Ombudsman Service. Contact details for the Financial Ombudsman Service are:

(a) website: www.financial-ombudsman.org.uk;

(b) email: complaint.info@financial-ombudsman.org.uk;

(c) telephone: 0800 023 4567 (free for most consumers); and

(d) post: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

11.5 There are time limits for referring a complaint to the Financial Ombudsman Service. Generally, you must refer your complaint within six months of receiving our final response. Referring a complaint to the Financial Ombudsman Service does not affect your right to take legal proceedings, although you should consider whether referring a complaint will preserve those rights.

11.6 Complaints about the underlying insurance policy (including the cover, exclusions, claims handling, premium or administration of the policy) should be directed to the insurer or administrator in accordance with the procedure set out in your policy documents.

12. FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

12.1 Information about the Financial Services Compensation Scheme (FSCS) protection that applies to your insurance is set out in your policy documents.

13. CLIENT MONEY

13.1 We are not authorised by the FCA to hold or control client money, and we do not do so. Premiums for insurance arranged through us, refunds and claims monies are collected and held by Paymentshield Limited (as administrator) on behalf of the relevant insurer, under a risk transfer

arrangement between Paymentsshield and the insurer. We do not at any time receive or hold any such money on your behalf.

14. CONFLICTS OF INTEREST

- 14.1 We are required by FCA rules to identify and manage conflicts of interest that may arise between us and our customers, or between one customer and another, in connection with our insurance distribution activities.
- 14.2 We have arrangements in place to manage conflicts of interest in a way that does not adversely affect our customers. Where we cannot manage a conflict to that standard, we will tell you about the nature and source of the conflict and the steps we have taken to mitigate it, so that you can decide whether to proceed.

15. DATA PROTECTION

- 15.1 We process personal data in accordance with the UK General Data Protection Regulation and the Data Protection Act 2018. Our Privacy Notice describes how and why we process personal data and is available on our published policies page.
- 15.2 In arranging insurance for you, we pass your personal data to Paymentsshield Limited, for whom we act as a processor for this purpose. Paymentsshield, and the insurers, underwriters and claims administrators involved in providing your insurance, each act as independent data controllers, and their use of your personal data is governed by their own privacy notices. Our Privacy Notice explains this in more detail.

16. LIMITATION OF LIABILITY

- 16.1 Nothing in these Insurance Terms of Business limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be lawfully limited or excluded.
- 16.2 Subject to clause 16.1, we are not liable for the acts, omissions, financial standing, terms, cover decisions or claims-handling of any insurer, underwriter, claims administrator or other third party with whom your insurance is placed.
- 16.3 Subject to clause 16.1, we shall not be liable to you (whether in contract, in tort including negligence, for breach of statutory duty, or otherwise) for any indirect or consequential loss, or for any loss of profit, business, revenue, opportunity, anticipated savings, goodwill or reputation, or loss of data, in each case howsoever arising.
- 16.4 Subject to clauses 16.1, 16.2 and 16.3, our total aggregate liability to you arising from or in connection with the Insurance Intermediation Services and these Insurance Terms of Business shall in all circumstances be limited to the total premium paid by you in respect of the relevant insurance contract in the 12 months immediately preceding the event giving rise to the claim.

17. VARIATION OF THESE TERMS

- 17.1 We may vary these Insurance Terms of Business from time to time to reflect changes to our service, our regulatory obligations, or our arrangements with insurers and other partners. The most recent version will always be available on our published policies page.

17.2 Where we make a material change to these Insurance Terms of Business that affects an existing policy you hold through us, we will take reasonable steps to notify you of the change.

18. LANGUAGE, GOVERNING LAW AND JURISDICTION

18.1 These Insurance Terms of Business, and all communications between us, will be in English.

18.2 These Insurance Terms of Business are governed by the laws of England and Wales. Any dispute or claim arising out of or in connection with these Insurance Terms of Business (including non-contractual disputes or claims) is subject to the exclusive jurisdiction of the courts of England and Wales.