



# CUSTOMER TERMS OF BUSINESS

## Introduction

This document is effective from 1 October 2018. It sets out the terms upon which we agree to act for our customers and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. Please read it carefully. Please also read this together with our Privacy Policy on how we use customer and prospective customer data.

You should contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

## About Us

Emerald Life Limited ("Emerald") is registered in the UK under 07201151, registered address Unit LF2.4, The Leather Market, 11/13 Weston Street, London SE1 3ER. Emerald Life appears on the Financial Services Register under number 666615.

Emerald is an insurance intermediary. It is not an insurer, nor does it have 10% or more voting rights or capital in and insurer (or vice versa). We act on behalf of the insurers and underwriters listed below and we receive from the insurers/underwriters a commission from the premium that you pay, based on differing percentages. In the sale of policies, Emerald acts for the insurer.

Emerald is an Appointed Representative of Commercial and General Limited, which is authorised and regulated by the Financial Conduct Authority and appears on the Financial Services Register under number 300001, registered address 17 Teddington Business Park, Station Road, Teddington, Middlesex, England, TW11 9BQ.

Emerald is an Introducer Appointed Representative of Sterling Client Services Limited, who is authorised and regulated by the Financial Conduct Authority and appears on the Financial Services Register under number 628324, registered address Norman Place, Reading, Berkshire, United Kingdom, RG1 8DA.

FCA authorisation can be checked on the Financial Services Register at <https://register.fca.org.uk/> or by calling them on 0800 111 6768.

## Our Products And Services

We offer or introduce the products of a single insurer for each line of business that we transact:

- Home and Contents: Channel 2015 Syndicate.
- Travel: Bulstrad Life Vienna Insurance Group JSC.
- Wedding: Aspen Insurance UK Limited, XL Insurance Company SE and International Insurance Company of Hannover SE.
- Pet: Covea Insurance plc.
- Term Life: we currently do not provide new policies, but existing policies are underwritten by AmTrust (UK) Limited.

The services we provide in relation to our home and contents insurance, wedding insurance, travel insurance and term life insurance are to arrange cover as instructed and then to provide help with making any changes to your policy.

In relation to our pet insurance we act as an introducer only.

We do not provide you with a personal recommendation as to whether any of the policies we offer are suitable for your specific needs. Emerald Life is a non-advisory company and as each individual's needs are different, we cannot make recommendations on which product is for you.

The following statements describe the purpose of the products that we offer or introduce; it is your responsibility to ensure the product you purchase meets your needs.

### **Term Life Insurance**

Our Term Life policy meets the demands and needs of those who wish to ensure they have life insurance protection to provide a lump sum paid on death before the end of the policy term.

### **Home and Contents Insurance**

Our Home and Contents policy meets the demands and needs of those who wish to ensure in the event of their buildings and/or contents being lost or damaged against a range of specified events such as fire- and weather-related losses throughout the duration of the policy, that their claims will be met.

### **Pet Insurance**

EmeraldPet policy meets the demands and needs of the owners of cats and certain specified breeds of dogs who wish to provide some cover for insured veterinary fees in the event of specified accident to or illness events being suffered by their cat or dog throughout the duration of their policy. The level of cover will vary from policy to policy and the choices you made during the application process.

### **Travel Insurance**

Our Travel policy meets the demands and needs of those who wish to ensure in the event of certain events arising while travelling, such as loss of baggage or accident/illness throughout the duration of the policy, that their claims will be met.

### **Wedding Insurance**

Our Wedding policy meets the demands and needs of those who wish to ensure in the event of certain events arising relating to their wedding or their wedding reception, such as financial failure of services supplier or illness of one of the wedding partners throughout the duration of the policy, that their claims will be met.

## Insurer Security

Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter.

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

## Risk Information

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us. Where we introduce business (in relation to EmeraldPet insurance), you will provide information to SCSL.

You must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us, or SCSL in the case of EmeraldPet. Once cover has been arranged, you must immediately notify us or SCSL of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

## Charges

Unless we tell you otherwise when you take out or renew a policy with us, we make no charges in addition to the premium that we have agreed with you.

In the event of a policy being cancelled mid-term, we reserve the right to make an administration charge of £10 except in relation to EmeraldPet in which case there is no administration charge.

## Handling Insurance Premiums

Except for EmeraldPet where we are an introducer only, and Emerald Travel insurance where the underwriter's agent uses their own payment portal, we collect and hold all insurance premiums as agent of the insurer. All such premiums are held in segregated bank accounts and are treated as having already been transferred to the insurer (or their agent).

## Confidentiality

All information provided by our customers is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to agents and service providers such as loss adjusters and approved contractors.

With a few exceptions, for example information requested by a court, a regulatory body, enforcement agencies or information which is already in the public domain, we will not release information to any other party without your consent.

With your freely-given consent, we may also use the data we hold about you to provide you with information about other products and services which we feel are appropriate.

We are registered under the relevant data privacy regulations and undertake to comply with those regulations in all our dealings with personal data.

## Changes To Your Cover

We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information or with the underwriters taking a decision. If additional information is required or the underwriters need to consider a point, we will contact you as quickly as possible.

We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you.

## Documentation

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the case of any uncertainty, please let us know immediately. Our staff are always happy to clarify the cover provided.

You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately.

All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim and breach of a warranty may invalidate the cover if it is not complied with precisely.

## Complaints Procedure

We recognise the importance of service and set ourselves high standards. Should there be an occasion when we do not meet your expectations we are equally committed to dealing with any complaint in a thorough and professional manner.

If you wish to register a complaint about our home and contents policy, our travel policy, our wedding policy or our term life policy, request a copy of our complaints procedures in relation to these policies or give us feedback, please contact us.

## FOR INSURANCES TAKEN OUT BEFORE 8 JUNE 2018

### Insurance OTHER THAN Emerald Pet Insurance

#### For complaints about how a Home, Wedding or Travel policy sale has been handled, contact:

By email to:	<a href="mailto:customerservice@emerald.life.co.uk">customerservice@emerald.life.co.uk</a>
By telephone to:	0330 191 9960
By post to:	Emerald Life Customer Relations, 2 Melford Court, The Havens Ransomes Europark, Ipswich, Suffolk IP3 9SJ

#### For complaints about how a Home, Wedding or Travel policy claim has been handled, contact:

By email to:	<a href="mailto:customerservice@emerald.lifeclaims.co.uk">customerservice@emerald.lifeclaims.co.uk</a>
By telephone to:	0330 041 2113
By post to:	Emerald Life Customer Relations, P.O. Box 1193, Doncaster, DN1 9PW

**For complaints about how an EmeraldPet policy or claim has been handled, contact:**

By email to: [claims@petadminteam.com](mailto:claims@petadminteam.com) or [policy@petadminteam.com](mailto:policy@petadminteam.com)

By telephone to: 03332 205510

By post to: EmeraldPet, FREEPOST PetAdmin

**FOR INSURANCES TAKEN OUT AFTER 8 JUNE 2018**

**HOME INSURANCE**

**For complaints about how a Home policy sale has been handled, contact:**

By email to: [customerservice@emeraldlife.co.uk](mailto:customerservice@emeraldlife.co.uk)

By telephone to: 0330 191 9960

By post to: Emerald Life Customer Relations, 2 Melford Court, The Havens Ransomes Europark, Ipswich, Suffolk, IP3 9SJ

**For complaints about how a Home policy claim has been handled, contact:**

By email to: [homeclaims@emeraldlifeclaims.co.uk](mailto:homeclaims@emeraldlifeclaims.co.uk)

By telephone to: 0333 234 3722

By post to: Emerald Life Claims Department, Bloomfield House, 3 Balloo Place, Bangor, Co Down, BT19 7BP

**If you think that a complaint has not been resolved satisfactorily after the third business day, then you may write to the Head of Compliance at the Channel Managing Agency:**

By email to: [complaints@channel2015.com](mailto:complaints@channel2015.com)

By telephone to: 0203 817 5070

By post to: The Channel Managing Agency Ltd. 10 Lime Street London EC3M 7AA

**TRAVEL INSURANCE**

**For complaints about how a Travel policy sale has been handled, contact:**

By email to: [admin@rockinsurance.com](mailto:admin@rockinsurance.com)

By telephone to: 0333 300 2153

By post to: The Compliance Manager, ROCK Insurance Group, Griffin House, 135 High Street, Crawley, West Sussex RH10 1DQ

**For complaints about how a Travel claim has been handled, contact:**

By email to: [customerservices@global-response.co.uk](mailto:customerservices@global-response.co.uk)

By telephone to: 00 44 (0) 2920 468 793

By post to: The Complaints Department, Global Response Ltd, Regus House, Falcon Drive, Cardiff CF10 4RU

**For complaints regarding the sale of optional gadget cover:**

By email to: [admin@gadgetbuddy.com](mailto:admin@gadgetbuddy.com)

By telephone to: 0800 091 2832

By post to: Rock Insurance Services Limited, Griffin House, 135 High Street, Crawley West Sussex RH10 1DQ

**For complaints regarding claims on the optional gadget cover:**

By email to: [claims@trent-services.co.uk](mailto:claims@trent-services.co.uk)

By telephone to: 01285 626020

By post to: Trent - Services (Administration) Ltd, Trent House, Love Lane, Cirencester, Gloucestershire GL7 1XD

**For complaints about Consular Assist, contact:**

By email to: [complaints@consularcare.com](mailto:complaints@consularcare.com)

By post to: The Managing Director Consularcare Limited Epsilon House West Road Ipswich Suffolk IP3 9FJ

**For complaints about Scheduled Airline Failure, contact Neon Underwriting:**

By email to: [complaints@neonuw.com](mailto:complaints@neonuw.com)

By telephone to: +44 (0) 20 7488 7700

By post to: Neon Underwriting Limited, 20 Gracechurch Street, London, EC3V 0BG

## WEDDING INSURANCE

### For complaints about how a Wedding policy sale has been handled, contact:

By email to: [customerservice@emerald.life.co.uk](mailto:customerservice@emerald.life.co.uk)

By telephone to: 0330 131 9960

By post to: Emerald Life Customer Relations Team Melford Court, The Havens, Ransomes Europark, Ipswich, Suffolk

### For complaints about how a Wedding claim has been handled, contact:

By email to: [customerservice@emerald.lifeclaims.co.uk](mailto:customerservice@emerald.lifeclaims.co.uk)

By telephone to: 0333 234 3723

By post to: Emerald Life Wedding Claims 308-314, London Road, Hadleigh, Benfleet, Essex SS7 2DD

## EMERALDPET INSURANCE

### For complaints about how an EmeraldPet policy sale has been handled, contact:

By email to: [claims@petadminteam.com](mailto:claims@petadminteam.com) or [policy@petadminteam.com](mailto:policy@petadminteam.com)

By telephone to: 03332 205510

By post to: EmeraldPet, FREEPOST PetAdmin

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS). You can find out more about this by visiting the FOS web site at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

If your complaint relates to insurance purchased from us via electronic means then you are also able to use the EC On-line Dispute Resolution (ODR) platform at: [www.ec.europa.eu/consumers/odr/](http://www.ec.europa.eu/consumers/odr/) who will notify FOS on your behalf.

You can request a copy of our procedures for dealing with complaints at any time. Details of the insurers' complaints procedures can be found in each policy wording and Key Facts document.

### Financial Services Compensation Scheme (FSCS)

We and the insurers with whom we place or introduce business are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if either we or the insurers 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 without any upper limit.

Further details about compensation scheme arrangements are available from the FSCS.

### 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.