

FlatLiving[®] Insurance

Our SERVICE CHARTER



PART OF **pib Group**

Flat Living Insurance is a trading name of Residentsline Limited who are authorised and regulated by the Financial Conduct Authority: FRN 305998. Registered in England & Wales CRN: 03874789. Registered Office: 3rd Floor, St. David's Court, Union Street, Wolverhampton, WV1 3JE.

☎ **0333 577 2044**

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🌐 www.flatlivinginsurance.co.uk



Our Service Charter

Definitions

- We/our/us means: Residentsline Limited
- FCA means: Financial Conduct Authority who are an independent watchdog that regulates Insurance services.
- Distributor means: A third party, normally Property Managing Agent, Surveyor, Accountant or Freeholder that arranges or assists their Client in arranging a Flats Insurance Policy.
- Policyholder means: The customer that arranges the insurance as a Residents' Management Company, Right to Manage Company, Residents Association or Freeholder that has a direct relationship with Residentsline Limited.

1. Who are Flat Living Insurance and our Regulator?

Flat Living Insurance is a trading name of Residentsline Limited, an intermediary specialising in all aspects of insurance for residential and commercial properties. If it is in your best interest, we may also act as agents of other property insurance specialists.

We are situated at 29 Waterloo Road, Wolverhampton, WV1 4DJ. Our website is www.flatlivinginsurance.co.uk

Residentsline Limited is owned by BJM Holding Company Limited. Neither Residentsline Limited or BJM Holding Company Limited have any shareholding in any insurance company that we place insurance policies with. In addition, none of the Insurers that we place insurance policies with hold any direct or indirect voting rights or capital in Residentsline Limited or BJM Holding Company Limited.

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services. We are a general insurance distributor and are authorised (including products we co-manufacture) for advising, arranging, dealing and assisting with, the performance and administration of General Insurance contracts. We are also an authorised Credit Broker which allows us to undertake Credit Broking Activities. Our firm reference number is 305998 and you can check our status and permissions at:

www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

2. Acting in Our Customers Best Interests

Our aim for any customer (including potential customers) is to ensure we provide fair value, act honestly, fairly and professionally when arranging an insurance policy. We provide customers with the information required to make an informed decision.

3. Whose products do we offer?

We offer products from a range of product providers (i.e. the insurance companies) and sometimes use other distributors to access products. The processes we have in place mean that the

characteristics of these products take account of our target customer's demands and needs (for instance, a customer seeking property owners insurance) and include sourcing products from one or more of the product providers we deal with. We will try to place your insurance with one of our product providers that we have delegated authority with. The benefits to you include that we have accepted work transfer arrangements with each of these delegated authority Insurers. Work transfer means that the Insurers pass responsibility to us for completing some of their roles – which includes, but is not restricted to, underwriting insurance policies, claim data management, risk improvement management and policy document production. This arrangement normally provides a quick and reliable service. It also enables us to review your renewal premium annually, if required, reassuring you that the most appropriate premiums are available for your consideration.

A full list of these product providers and where relevant distributors can be found at:

www.residentsline.co.uk/knowledge-hub/about-our-insurers/. Our panel includes products from Brit Syndicate 2987 at Lloyd's.

4. Product Oversight and Governance

Products we offer are manufactured in collaboration with the product providers (usually the Insurance Companies providing Insurance capacity). Because of the nature of our target market, we may act as a co-manufacturer of some products we offer including those provided by AXA Insurance. We may also act as a distributor for other products.

In all instances where we co-manufacture, we have put in place a framework which allows our product design processes to take account of the typical objective, interests, and characteristics of our target customers, so as to ensure that our customers are not adversely affected by our involvement in co-manufacturing. We believe this prevents or mitigates any customer detriment.

We have procedures for monitoring, reviewing and distributing such products.

We have the necessary knowledge, experience and competence to understand the product and ensure it is consistent with our customers or potential customers demands and needs.

5. Conflict Management

Whilst we act in the capacity of agents for our product providers (i.e. the insurance companies we do business with) we are required to have in place appropriate governance controls to help us meet our regulatory objectives, this includes having in place effective organisational controls, including appropriate supervision to ensure we manage all conflicts of interests which may arise or may be identified from time to time.

When such conflicts arise which may entail the risk of damage to a distributor or customer, and where we are unable to manage such a conflict effectively, we will always take steps to inform all parties, including customers, outlining the action we have taken and reasons why, and where relevant we will usually set out all options to enable the conflict to be mitigated.

6. Marketing

In distributing any marketing, we will ask you separately for your permission (consent) to contact you, including the means to contact you (by phone or e-mail, push notifications, SMS text, or post) to inform you of (amongst other things);

- a) new products or services we have or are developing;
- b) trialing products and services which we think may improve our service to you or our business processes;
- c) offer you rewards;
- d) provide details of ad-hoc promotions.

We will typically ask for your permission when you first contact us, but you will maintain the right to easily withdraw your consent whenever you wish.

We have processes in place to refresh your consent at appropriate intervals, including any consents from third parties and will act on withdrawals of consent as soon as we can. We will not penalise you if you choose not to give or later choose to withdraw your consent. It is important that you understand you have the right to withdraw or alter your marketing preferences at any time either using the subscription link contained in any electronic marketing or by contacting us.

7. Our Service

In assessing your demands and needs, we will ask questions about you and the risk(s) to be insured to help us identify the most appropriate product. It is your responsibility to provide us with complete and accurate answers to any such questions, not only when you take out your policy but also when you decide to renew, or make changes during any term of a contract of insurance or regarding any information previously provided held by us.

We will not normally provide advice or a personal recommendation for insurance contracts, unless you specifically request one and then your enquiry will be passed to a senior manager. We will give you the relevant information you require honestly, fairly and professionally. We may include information about comparable products from different product providers, all of which will enable you to make your own choice about whether to go ahead with any particular contract of insurance. You will then need to make your own decision about how to proceed.

You will be provided with a Statement of Fact as part of our sales and renewal processes for all products we have delegated authority for. Some open-market Insurers may not provide a Statement of Fact, however if they are provided the document will be included in your documents.

We act as the agent of the product provider (your insurance company) in the sourcing and placing of insurance.

8. Our Remuneration

We are remunerated in a number of ways for the services we provide. This remuneration ranges from the fees you pay us, the commission that providers of insurance (i.e. your insurance company) pays to us, and any amounts we may receive from any premium finance provider we work with. From time to time we may also receive remuneration for passing introductions to other professional firms.

We have accepted work transfer arrangements with each of our delegated authority Insurers. We receive remuneration for these work transfer services.

We have arrangements with AVIVA Insurance Company and Brit Syndicate 2987 at Lloyd's, whereby we share in the profit from a particular deal with them. In doing so we have in place systems and controls to ensure this does not conflict with the best interests of our customers or potential customers.

We do not have any remuneration schemes (i.e. bonus payments) for our staff based on sales performance to ensure that this does not conflict with the best interests of customers or potential customers.

Principally the remuneration we receive or agree to deduct from insurance premiums will be deemed payable to us when you pay us the insurance premium, or part thereof, or when we pay the relevant product provider (i.e. the insurance company with whom we have arranged your contract of insurance).

Remuneration paid to us will be provided as soon as reasonably practicable after the conclusion of the insurance contract or on the date your premium is received, whichever is the latter, to pass to all Leaseholders.

9. Distributors

When we arrange a policy for/via a Property Managing Agent we may provide a remuneration for the work transfer roles that they may complete on our behalf. We will annually review the services provided to ensure the premium offered provides Fair Value.

When we arrange a policy for/via an Insurance Broker we may provide a remuneration for the work that they provide on your behalf. The work that is completed as a Distributor will be provided to us via a distribution form annually detailing what services they provided – which we will review to ensure the premium offered provides Fair Value.

Remuneration paid to Distributors will be provided as soon as reasonably practicable after the conclusion of the insurance contract or on the date your premium is received, whichever is the latter, to pass to all Leaseholders.

If you are a Distributor, you must:

- Promptly disclose accurate and full details, including the nature and amount of your remuneration to your clients, which include Leaseholders as now defined as Stakeholders of a Flats Insurance policy by the FCA.
- Ensure that any remuneration you receive from us is proportionate to the time, costs and the services you provide to your clients, which include Leaseholders as now defined as Stakeholders in a Flats Insurance policy by the FCA.

If you are a Policyholder and we provide any commission to you, you shall:

- Promptly disclose accurate and full details, including the nature and amount of your commission to your clients, which include Leaseholders as now defined as Stakeholders of a Flats Insurance policy by the FCA.

- Ensure that any commission you receive from us is proportionate to the time, costs and the services you provide to your clients, which include Leaseholders as now defined as Stakeholders in a Flats Insurance policy by the FCA.

If you are a Distributor or a Policyholder, we will not accept any liability or responsibility for any commission disclosure obligations which you have (which include Leaseholders as now defined as Stakeholders in a Flats Insurance policy by the FCA).

If we are asked by a Policyholder or Leaseholder for any of the documents that a Policy or Stakeholder is entitled to, which have not been provided as soon as reasonably practicable, we reserve the right to provide them directly. We will notify you of this beforehand.

10. Leaseholders Pack

If you purchase a Flats Insurance policy from Residentsline with effect from 31/12/2023 we are required to provide the information shown in the bullet points below. This information will be provided in our Leaseholder Packs. We will pass the Leaseholder Pack to the Customer, Property Managing Agent or Insurance Broker, whomever is our contact.

It is the Customer, Property Managing Agent or Insurance Broker's responsibility to ensure that the Customer and/or Leaseholders receive a copy of the Leaseholder Pack.

The Leaseholders Pack is required to be passed to the Customer or Leaseholders as soon as reasonably practicable after conclusion of the contract and upon any subsequent renewal, and will include:

- Summary of Cover
- Pricing Information
- Remuneration Information
- Placing and shopping around information
- Conflicts of Interest

11. Our Standard Fees and Charges

We may make the following standard charge(s) to cover the administration of your insurance, this fee forms in part, our remuneration, but principally our processes are structured so that our fees do not adversely affect customers and prevent or mitigate customer detriment, even where low price products are involved:

Our non-refundable Administration Fees are as follows:

- | | |
|---|----------|
| • Flats Insurance Premium up to £499 | £30 Fee |
| • Flats Insurance Premium from £500 to £999 | £40 Fee |
| • Flats Insurance Premium from £1000 to £4999 | £50 Fee |
| • Flats Insurance Premium from £5000 to £9999 | £60 Fee |
| • Flats Insurance Premium from £10000 to £24999 | £70 Fee |
| • Flats Insurance Premium over £25000 | £100 Fee |

Occasionally we may charge different fees on non-standard products. Your account manager will advise you of these at the point of quote or when they issue your renewal paperwork.

We do not charge fees for mid-term adjustments and/or premium changes, whether for additional or return premium.

We will charge an additional fee for claims support which you request, where you no longer arrange your insurance policy with Residentsline. We will charge a rate of £100 per hour for any work carried out. We will notify you separately with when this may be applicable and in advance of any fee charging.

Other ancillary policies, for example, Management Liability, Lift Insurance, Home Assistance, Roads and Gated Estates Insurance, where not incepted at the same time as a flats insurance policy are charged at £30.00 or otherwise agreed.

12. Our Principle Service Standards

We will provide quotation/s available from our panel of providers or request further information.

When an urgent quotation response is required, we will endeavour to meet the deadline. If the submission meets the chosen insurer's underwriting criteria, we will try to respond within 2 hours. With the quotation, Flat Living Insurance will send the following documentation:

- A quotation letter.
- A pre-prepared proposal form or Statement of Fact based on the information so far supplied.
- Details of insurance cover/s being offered.
- This Service Charter.

Document packs and any certificate(s) will normally be issued following your confirmation that the Statement of Fact is correct. Payment of your premiums is due by your inception date and/or before your Policy renewal date.

Upon conclusion of the insurance contract or on the date your premium is received by us, whichever is the latter.

Whilst you have a choice in the way we communicate with you; we will principally provide you with information using electronic means (usually this will be e-mail or some other means to enable you to access information electronically). During the process of dealing with us you will be given an option to receive information in this way, meaning if you would like information in a paper format, we will be happy to provide it.

Where we are unable to provide a quotation, we will notify you as quickly as we can.

Before the end of your insurance contract, we will use the information you have provided to us to provide a quotation for the forthcoming 12 months from your current provider. We will also provide any additional quotations we have available from our panel of Insurers which provide comparable cover, if requested.

If your current provider is unable to provide a quotation and our panel of Insurers, (which provide comparable cover) are also unable to provide a quotation, we will look to the open market providers that we work with to attempt to locate an alternative quotation.

Details of your renewal quotation(s) will be sent to you in good time to allow you to confirm that the details are accurate and allow you to contact us to discuss your options, including to request quotes from alternative providers, if required.

We will notify you as soon as practicable where we cannot locate a renewal quotation for your consideration.

13. Your duty to make a fair presentation of risk

It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business.

You must disclose every material circumstance which you know or ought to know, or failing that, disclose sufficient information to put your insurer on notice that it needs to make further enquiries.

You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith. If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases, this could result in your policy being declared void by an insurer and your premiums returned.

Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium.

If in doubt about any point in relation to material circumstances and reasonable search, please contact us immediately.

14. Your responsibility regarding Policy Terms

It is your responsibility to ensure you have read and understood the cover, limits and other terms that apply.

It is important to pay attention to conditions and/or warranties that apply to your policy, as your failure to comply may mean your claim may not be paid or the amount paid could be reduced.

15. Demands and Needs Statement

The products we offer are designed to meet the demands and needs of those who are responsible for arranging insurance covers in respect of residential and commercial property and/or its management. You will be provided with your Statement of Fact and our Demands and Needs Statement (Working with Flat Living Insurance) in all cases your demands and needs will form part of our sales process and you can request a copy at any time during the life cycle of your insurance arrangement with us.

16. Financial Strength

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

We regularly assess the financial strength of the Insurance Companies and other intermediaries that we deal with. The process usually involves general observation of the financial ratings applied by independent rating agencies (where relevant) and readily available information within industry guides, newsletters and press releases. Whilst we take care to deal with companies that maintain reasonable solvency margins, we cannot guarantee their financial ability to pay claims.

17. Payment and Holding Customer Money

We will hold money that you pay to us in accordance with the regulators rules or under a risk transfer agreement with insurers. This will include holding your money in the following way:

A non-statutory trust insurer bank account in accordance with our agreements with Insurance Companies that transfer the risk of money we receive from customers to them, these agreements deem any money you pay to us, to be received by them and they will bear the risk of any losses in the event that our firm becomes insolvent. This includes claims money or premium refunds we receive prior to being paid to you.

By holding your money in this way, means that in the event that this firm becomes insolvent your money remains protected.

In arranging your insurance we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

18. Claims

Should you suffer loss or damage that you consider to be a claim under your policy, your policy wording will provide you with a telephone number for you to make direct access to your claims team. You should be aware that such claims teams act on behalf of your insurance company.

Although the responsibility rests with the Insurer to handle claims promptly and fairly, if you need assistance from ourselves we are happy to help you to try and resolve any concerns you have, however we can only work within the remit provided by the product provider (your insurance company).

Occasionally we may work with an insurance company that requires us to act as the agent of you, the customer (or client) when assisting with a claim, however, we can only work within the remit provided by our contract with the product provider (your insurance company).

19. The Financial Services Compensation Scheme

If we or the product providers we deal with are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however, claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%.

Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and www.fscs.org.uk.

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims, usually because it has ceased trading or become insolvent.

20. What to do if you have a complaint

We aim to treat our customers fairly at all times, especially when they feel they have cause for complaint. We take any complaint very seriously.

Any complaint, whether made in writing or verbally, is immediately referred to our Complaints Officer. We also record any complaint we receive. Our Complaints Officer is responsible for ensuring that we thoroughly investigate any complaints.

You can register a complaint in writing to us at :

29 Waterloo Road, Wolverhampton, WV1 4DJ send us an email: complaints@residentsline.co.uk or call us on 0800 281235.

As soon as a complaint is received:

All written complaints will be acknowledged by our Complaints Officer in writing within five business days of receipt.

All verbal complaints will also be acknowledged by our Complaints Officer in writing within five business days of receipt. This acknowledgement letter will also contain our understanding of the complaint and will ask the complainant to confirm in writing that they agree with our understanding of the matter.

If the complaint can be resolved within five business days our acknowledgement letter will also outline the result of our investigation, unless the complaint can be resolved to your satisfaction by the end of three business days after receipt then we will provide you with a summary of the resolution of the complaint.

If our investigation is not resolved within five business days, our acknowledgement letter will confirm that we will:

- a) Investigate the complaint and aim to respond within four weeks of receiving the complaint.
- b) Explain that, if we cannot complete the investigation within four weeks of receiving the complaint, we will write again giving the reason for the delay.
- c) Explain that on completion of our investigation we will inform the complainant of the outcome and the options available to them.

If the complaint is about another party, such as an insurer with whom we have placed business, we will refer details of the complaint to the third party and confirm this course of action to the complainant in writing.

After we have investigated the complaint:

Immediately on completion of our investigation our Complaints Officer will write to the complainant notifying you of the outcome of our investigation.

Our letter will also advise that if the complainant is not satisfied with the outcome, they may refer the matter to the Financial Ombudsman Service and will point out that such a referral should be made within the next six months or they may lose that right.

Our letter will include the address, website address and telephone number of the Ombudsman and a leaflet which explains the Ombudsman arrangements, or which (for complaints received electronically including by e-mail) directs the customer to the Financial Ombudsman Service Consumer Leaflet which is available to view at www.financial-ombudsman.org.uk.

If we cannot resolve the complaint within four weeks:

If, for any reason, our investigation is not concluded within four weeks, our Complaints Officer will write to the complainant again informing them that our investigation is continuing, giving the reasons for the delay and a date by which our Complaints Officer expects to be able to contact the complainant again.

If we cannot resolve the complaint within eight weeks:

While we would always aim to complete an investigation within eight weeks, if, for any reason, our investigation is not concluded within this period, our Complaints Officer will write to the complainant again. We will inform them of the reasons for the further delay and advise that if they are not satisfied with our progress they may refer the complaint to the Financial Ombudsman Service. See www.financial-ombudsman.org.uk for further details.

This letter will also point out that such a referral should be made within the next six months or the complainant may lose that right.

Our letter will include the name, address, telephone number and website address of the Ombudsman and a leaflet which explains the Ombudsman arrangements, or which (for complaints received electronically including by e-mail) directs the customer to the Financial Ombudsman Service Consumer Leaflet which is available to view at www.financial-ombudsman.org.uk.

Our complaints procedures extend to incorporate more specific requirements for products we provide with Brit Insurance Company including our Lloyds agents Citynet Insurance Brokers Limited and Commercial Risks (UK) Limited. This means in addition to those requirements of the FCA, we also comply with the Lloyds Complaints Handling Code, including the Code for Underwriting Agents: UK Personal Lines Claims & Complaints Handling.

Where relevant Residentsline will deal with complaints and notify Lloyds including its Managing Agents, promptly upon receipt of a relevant complaint within 2 working days and in accordance with its complaint notification obligations whether formally or informally resolving a complaint including its issuance of a summary of complaint resolution.

Further, where relevant, Lloyd's provides a complaint resolution service, free of charge, where disputes are reviewed on the balance of probabilities, having regard to the evidence submitted by both parties to a complaint. As with those rules of the FCA, Lloyd's aims to conclude the majority of complaints received within 8 weeks and operates a 'two stage' complaints process as follows:

Stage 1:

The complaint will be considered by the underwriters of the policy who will issue a response, ideally, within 14 days.

If you remain dissatisfied following the underwriters' response, or if you have not received a response within 14 days you are entitled to request that the complaint be escalated to stage 2.

Stage 2:

Lloyd's obtains the documentation from the underwriters and undertakes a full review of the complaint.

When the review is complete a Final Response will be issued detailing the outcome of these investigations.

If you remain dissatisfied at this point you may refer the matter to the Financial Ombudsman Service (if eligible) provided you do so within 6 months of the date of the Final Response. The Financial Ombudsman Service can only consider your complaint following our consideration of the matter.

Where complaints are regarding how a claim has been handled, these should be made directly with your Insurance Companies Complaints Team.

If you would like us to provide any assistance or support, we are happy to help, however we can only work within the remit provided by our contract with your Insurer.

21. General Data Protection Regulations (GDPR) and Data Protection Act (2018)

We aim to process your data responsibly, fairly and in strict accordance with the General Data Protection Regulations (GDPR) effective 25th May 2018.

The Data Protection Act (2018) supersedes the Data Protection Act 1998 modernising data protection law requiring enhanced disclosures about what we do with your information. We have developed a separate Privacy Notice accessible at www.residentsline.co.uk which, amongst other matters, explains: our lawful basis of processing information we collect; how we use and share that information; how long we keep information, including the purposes (e.g. to administer your policy); and the technical and organisational measures we have in place to safeguard your information and your individual rights.

It is vitally important to take time to read this document carefully as it contains full details of what we do with your information. It is also your obligation to ensure you show this notice to all parties related to any insurance arrangement. If you have given us information about someone else, you are deemed to have their permission to do so.

If you have any questions, require a copy of the privacy notice, or any further information about our approach to the GDPR you can e-mail us at info@flatlivinginsurance.co.uk or write to our Compliance Department.

22. Law and Language

This Terms of Business is subject to English Law and the jurisdiction of the English Courts.

We will use the English language for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

Should you require any information provided to you in another language or by any other means of communication – please contact Residentsline to make such a request.

23. Acceptance

The purpose of this Service Charter agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all the information carefully. If you do not agree to any part of the information, please tell us. You are deemed to accept the terms of this agreement unless we hear from you.

24. Limit of Liability

This clause restricts the amount that may be recoverable because of our negligence. Other than injury or death of any person (for which no cap on liability will apply), our liability to you for the services we provide shall not exceed £10,000,000 about any one event or connected events.

25. Right to Cancel

You may cancel your insurance policies or this service agreement with us at any time, we and the product providers also reserve the right to cancel any policy, or this service agreement at any time, if we choose to do this, we will notify you of such termination in writing together with an explanation if appropriate.

You will normally have sufficient time to re-arrange your insurance if you take such steps as soon as we first write to you about the termination.

If your policy is cancelled due to the sale of your property and your insurance policy was provided from our panel of product providers that we have a delegated authority with, we will refund premiums on a pro rata calculation in accordance with the cancellation terms within the policy wording.

If the policy is cancelled after 14 days of inception/renewal or upon receipt of your policy documentation (whichever is the latter) due to transfer to a new Property Managing Agent or Insurance Broker and your insurance policy was provided from our panel of product providers that we have a delegated authority with, we will again refund premiums on a pro rata calculation in accordance with the cancellation terms within the policy wording, however we reserve the right to retain all the commission/fees we earn. These will be deducted from the return premium due to you.

Other Insurers may not provide such beneficial cancellation rights. In certain circumstances, the Insurer may retain 100% of the premium" please refer to your policy wording to review your Insurers cancellation terms.

26. How to Contact Us

If you have any questions in connection with this Service Charter, please do not hesitate to contact us on 0333 577 2044.