

Additional Information

This 'Additional Information' sheet and the 'Customer Charter' apply to your use of the Which? Insurance Advisers service and are collectively known as the 'terms'. Please take the time to read and understand each of the documents that constitute the terms before using our service.

1. What we will do for you

We are insurance advisers only. We only provide you with advice and quotes from insurance companies. Any contract you enter into as a result of using the Which? Insurance Advisers service will be between you and the insurance company. We will not be a party to that contract, and will not have any responsibility for any loss or damage you may suffer whatsoever, or howsoever or wherever caused arising directly or indirectly as a result of your insurance policy.

2. Your duty to us

You must provide accurate and honest information to us and to the insurance company. This information is used to advise you on the most suitable insurance policy for your circumstances. Inaccurate information may cause the quote and policy to be unsuitable for your individual needs and requirements. Please note that we may pass the information you provide to us to the relevant insurance company. If there is a change in your circumstances whilst we are offering advice services to you, you must let us know immediately or as soon as practicable. Once insured, you must check your insurance policy to see what changes in circumstances you should report to the insurance company. If the information you provide to us is not accurate and that information is passed to your insurer, they may refuse to pay in the event of a claim.

Before you enter into a contract with an insurance company, please make sure you have read and understood their terms and conditions. This is a legally binding agreement between you and the insurance company. Your insurance policy may contain a number of warranties and conditions which have significant legal implications. You must comply with them fully. Failure to comply with the conditions may mean your insurer will not pay you for your claim and may cancel your policy from the start, even if there is no connection between a breach of these terms and the cause of the loss. You are solely responsible for any transactions that you enter into with any insurance company and it is your responsibility to satisfy yourself as to the reliability of the company, suitability of the policy and the terms and conditions it is dependent on.

3. What we can't do

We cannot provide you with legal, financial, investment, tax, estate planning or professional advice. Advice relating to the purchase of an insurance policy will need to be tailored to your specific circumstances and we strongly advise that you take independent advice in the above areas before making any decisions.

We cannot advise on trust structures. Some insurance companies may offer policies that are written into a trust structure for tax or estate planning reasons. Even if our advisers discuss these options with you they are not qualified to give legal advice and you should not rely on any of their generic statements as being advice tailored to your circumstances. We are unable to review, comment or advise on any legal documents or issues which may be relevant to your insurance requirements.

We do not advise business customers. We provide advice to consumers only.

We cannot make representations on behalf of the insurance companies. Whilst we can assist you in arranging your policy, amending it and finding out how to make a claim, we cannot make representations on behalf of any insurance company. You should not rely on any statements made by us or our advisers as representing the decision or confirmation of any insurance company.

We cannot guarantee the quotes advertised by insurance companies. Whilst we endeavour to provide you with accurate information, we do not control the price, length of offer or special conditions which relate to any quotes for insurance. These are set by the insurance companies themselves and are subject to fluctuations.

We cannot guarantee that we can find you appropriate insurance. We will make reasonable efforts to find you insurance that meets your requirements but we will not have any responsibility for any loss or damage you may suffer whatsoever, or howsoever, if we are unable to find you satisfactory insurance for your circumstances or by a specific deadline.

We cannot guarantee the solvency of the insurance companies. Insurance companies are subject to regulation and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. Please be aware that in the circumstances where an insurer is insolvent they may not be able to pay for a proportion or all of any claim made by you and you may have to pay for alternative cover.

We may reject your request for a call back or an insurance quote, if we believe in our sole discretion that you are not using our service responsibly and/or are providing false or misleading information.

4. How our liability to you is limited

Limitation of our liability. In the event of any breach of these terms, and/or in the event of any statement, representation, act, or omission (including negligence) arising in connection with any contracts between us, then the following provisions set out our entire financial liability to you (including any liability for the acts or omissions of our employees, agents and subcontractors).

Please note that nothing in these terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud, fraudulent misrepresentation, breach of any regulation or any other liability that cannot be excluded or limited by English law.

We will not be liable to you for any losses that you or anyone else may suffer that are not directly associated with either our negligence or failure to provide services to you in accordance with our agreement. You acknowledge that we will not be liable for any losses arising from inaccurate or misleading information provided by you. Our total liability to you for any reason in connection with the performance or contemplated performance of our services is limited to £3,000,000 (three million pounds).

The liability of our directors, officers or employees. You acknowledge and agree not to make any claim personally against any of our advisers, employees, directors, or offices, arising out of the services provided under these terms.

5. Other important things you should know

Waiver. For the avoidance of doubt, neither your rights nor our rights under these terms may be waived unless specifically agreed in writing by you and us.

Severability. If any part of the terms is or becomes illegal, invalid or unenforceable, then that part shall be deemed removed and it shall not in any way affect the legality, validity or enforceability of the remaining terms.