

Terms of Business

Applying to General Insurance customers

We recommend that you carefully read these Terms that apply to our appointment by you and the services we will provide.

Independent Insurance Services/Insure Green

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Telephone: 01303 221 188 **Fax:** 01303 221 199 **Email:** info@independentinsuranceservices.co.uk **Website:** www.independentinsuranceservices.co.uk

Independent Insurance Services is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 304299. You can check this on the FCA register by visiting the FCA's website www.fca.gov.uk or by telephoning the FCA on 0845 606 1234.

Our Service

We offer a wide range of insurance products and have access to leading insurers in the marketplace. For some types of insurance we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service.

We will give you details of these arrangements before you make any commitment on any product we offer you and a list of the insurers used in these cases, will be available on request.

We undertake to act always in your best interests and where appropriate make a valid assessment of your demands and needs for insurance. Our advice will be unaffected by commission earnings or other inducements offered by any insurance provider, unless we advise you prior to the completion of the insurance contract.

We will explain the main features of the products and services that we offer you including details of the provider, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover.

Confidentiality and Data Protection

All information about you of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance.

We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan – this may include details of your payment record with us.

We may also pass information about you to other companies with which we are associated. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat the issue of these Terms as evidence of your informed consent.

Your Duty to Disclose Information

It is your responsibility to provide complete and accurate information to insurers when you take out an insurance policy, throughout the life of the policy, and when you renew your insurance.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance.

Please also note that any renewal of insurance will be made in reliance upon the information provided by you in connection with your previous insurance policy – we will assume that such information remains correct unless you tell us otherwise.

Please note that if you fail to disclose any material information to us and your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. You should take particular care to check the accuracy of all information you provide.

If in doubt about any point in relation to material facts please contact us immediately.

We accept no liability should you suffer any loss due to non disclosure of material facts of which we were unaware.

Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately,

without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests.

Your policy summary and/or policy document will provide you with details on who to contact to make a claim.

Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request.

Please contact us for guidance on claiming under your policy.

Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period.

Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Refunds section.

To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel.

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly

Should you wish to complain you may do so:

- In writing to the Complaints Manager David Weekes
- By telephone on 01303 22 11 88
- By Fax on 01303 22 11 99
- By e-mail at david@independentinsuranceservices.co.uk
- In person by visiting our office

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS).

Further details will be supplied at the time of responding to your complaint.

Solvency of Insurers

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.

Terms of Payment

Our payment terms are as follows (unless specifically agreed by us in writing or if paying by direct debit):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid.

When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically.

If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the credit provider.

If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and if any money is owed under your credit agreement pay it to the credit provider or if we have already been debited with the amount outstanding use it to offset our costs.

You will be responsible for paying any time on risk charge (including any cancellation fee) and putting in place any alternative insurance and/or payment arrangements you need.

Any payment we receive from you will be held by us in a Statutory Client Trust Bank Account held with NatWest Bank Plc. In some cases the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer.

Please make all cheques payable to Independent Insurance Services.

By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand or do not accept, you should discuss them with us before proceeding.

We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you.

Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction

No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of Independent Insurance Services.

Charges/Fees

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance which also includes the costs involved in operating a compliant office within FCA guidelines. We will advise you of any charges/fees that will apply to your policy in advance. Any applicable insurance premium tax will be shown on the documentation we provide to you.

Where we arrange low or non- commission paying products, we will charge an arrangement fee and we will advise you of the actual amount at the time of quotation or renewal.

These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product.

As insurance brokers we earn our income predominantly from commission paid to us by insurers based on the amount they charge you. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover.

We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers, claims management services and others. Please ask us should you require further information.

New Business

We are normally paid a commission by an insurance provider for arranging a policy. In addition we may at our discretion make charges to cover our administration costs for the arranging of the contract and if this is the case you will be informed beforehand.

Renewals

Each year we must examine your policy to ensure that it continues to meet your demands and needs, advise you of any changes to the cover (and what they mean) and remind you of any significant exclusions/conditions. We also consider whether your policy offers you good value for money or if there are any alternative policies available offering improved cover/terms.

We may apply a fee when inviting renewal and if this is the case, you will be advised in writing of the fee in a payment summary prior to renewal.

Cancellations

We will charge a fee of 15% of the annual premium for personal lines (minimum £10.00) or 20% for commercial lines (minimum £25.00). This covers the repayment of our commission to the insurer together with the work we do in cancelling your policy.

Mid Term Adjustments

If you ask us to amend your policy there will be a minimum fee of £10.00 for personal lines or £25.00 for commercial lines adjustments which do not involve premium refunds. Where a refund of premium is due, we will charge 15% (minimum £10.00) of the refund for personal lines or 20% (minimum £25.00) for commercial lines.

This covers the additional work we do in obtaining fresh documents and checking them. We may have to charge more for an adjustment which results in a return premium, as we have to repay the commission we earned originally to the insurer.

Card Fees

If you pay by credit card, a fee of 2.5% will be charged (subject to a minimum of £1.00). Should you pay by debit card, a £1.00 charge applies.

Direct Debits

We can arrange for you to pay the premium via direct debit through a finance company or direct with the insurer. You will be notified verbally and in writing of any additional costs such as interest which may apply. Please note your credit provider (Close Premium Finance/Premium Credit Limited) will impose a separate default charge in the event of you falling into arrears under your credit agreement. You will be notified of these charges when you take out or renew the credit agreement and in the event of a default occurring.

Other Fees/Charges

In the event of an unpaid cheque, we reserve the right to charge £25.00 to cover bank charges incurred.

A late payment charge of £25.00 is also imposed if we do not receive any outstanding time on risk charge/cancellation fee within a specified time. A further late payment charge of £50.00 will be imposed should your file be transferred to a debt collection agency.

We make a charge of £10.00 for duplicate certificates of insurance.

Refunds

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

Your attention is specifically drawn to the following:-

Where you cancel your policy after the expiry of the cooling off period, we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled. The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned.

For certain commercial insurance policies, which are subject to Minimum and Deposit premium, no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you.

In view of the cost involved in making changes to your policy, we will not issue refunds of less than £25.00.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme if we cannot meet our obligations.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at www.fscs.org.uk

General

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected.

These Terms shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court.

These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.

We request that you co-operate with us in the setting up and administration of your policy by sending us the documentation that we request and paying the premium on time. This enables us to offer a consistent high quality service to all our customers.