

## Terms of Business

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

### Independent Insurance Services/Insure Green

Church House, 136 Sandgate Road, Folkestone, Kent CT20 2BN

**Telephone:** 01303 22 11 88 **Fax:** 01303 22 11 99 **Email:** [info@independentinsuranceservices.co.uk](mailto:info@independentinsuranceservices.co.uk) **Website:** [www.independentinsuranceservices.co.uk](http://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](http://www.fca.gov.uk).

#### About the firm

Independent Insurance Services is an independent Insurance Intermediary.

#### Our Service

We offer a wide range of insurance products and have access to leading insurers in the marketplace. The advice given by the firm is on a personal recommendation based on a fair and personal analysis of the market, however 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. In some circumstances the firm does not give a personal recommendation on the basis of a fair and personal analysis and we will provide you with the name of the insurers which the firm may and does conduct business with. We will give you details of these arrangements before you make any commitment on any product we offer you. We undertake to act always in your best interests and where appropriate make a valid assessment of your demands and needs for insurance. 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. We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. In some circumstances we provide information only and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis. We will also make clear in our documentation prior to conclusion of the contract areas where we are acting as agent for the customer, the insurer or both.

#### Confidentiality and Data Protection

We are a data controller for the information you provide to us including individual, identification and financial details, policy history and special category data (such as medical or criminal history).

Details of our legal basis for processing your information, along with details of any third party recipient whom it may be necessary to share your personal data with in order to fulfil the contract, retention period for data held, security of your data, your rights under the General Data Protection Regulations (GDPR) including the right to complain can be found in our full 'Privacy Notice', which is available from us by request or online at <http://www.independentinsuranceservices.co.uk/about-us/privacy-notice>.

#### Important Information (consumer customers only)

Under the Consumer Insurance (Disclosure and Representation) Act 2012 and the Insurance Act 2015, you must ensure you provide a clear presentation of your risk information, and that you **take reasonable care** not to make a misrepresentation to an insurer.

This essentially means you must ensure you inform us of all information which may be a material fact (for example, if your vehicle is usually kept at an alternative address (motor insurance), or you have lodgers living at your home (home insurance)).

Failure to provide all of the required information to allow the insurers to make an informed decision on how to rate the risk may result in various penalties (particularly if the misrepresentation is deemed to be deliberate, reckless or careless), such as; it may result in a claim, or part of a claim, not being paid, your policy may be cancelled, or it may be treated as null and void (cancelled as if no insurance were ever in place).

**If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations, please contact us immediately.**

#### Your Duty of Fair Presentation (commercial customers only)

You are required to make a fair presentation to us, which discloses every material circumstance which you know, or ought to know, relating to the risk to be insured. Material circumstances are those which are likely to affect the assessment and acceptance of the risk being insured.

What you know – You will be expected to know any information which is known by individuals who are: a) part of your senior management (i.e.

individuals who play a significant role in the making of decisions about how your activities are to be managed or organised; b) responsible for arranging insurance (i.e. individuals who participate on your behalf in the process of procuring your insurance, in any capacity).

What you ought to know- In addition, you are expected to know any information that should reasonably have been revealed by a reasonable search of information available to you (whether the search is conducted by, making enquiries or by other means). This could include any information held within your organisation or by any other person.

The disclosure you give us must be made in a manner which would be reasonably clear and accessible to a prudent insurer. Every material representation of a matter of fact which you make must be substantially correct and every material representation as to a matter of expectation or belief must be made in good faith. Failure to comply with the duty of fair representation could mean that the policy is void or that insurers are not liable to pay all or part of your claim(s).

**If you are in any doubt as to what may constitute a fair presentation, please feel free to contact us and we will endeavour to assist you.**

#### 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. 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.

Please refer to the Charges/Fees section of this document for details of OUR charges for cancellation; for the Insurers' terms please review their policy documents issued to you. You will not be charged more to cancel your policy than if the policy had run its full course.

There may not be a refund following a claim made against your policy.

#### 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 email at [david@independentinsuranceservices.co.uk](mailto:david@independentinsuranceservices.co.uk)
- In person by visiting our office

Should you not be satisfied with our final response, you are entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Further details will be supplied at the time of responding to your complaint.

### **Solvency of Insurers**

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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.

### **Financial Services Compensation Scheme (FSCS)**

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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](http://www.fscs.org.uk)

### **Terms of Payment**

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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. You may also be in breach of legally required insurance cover. Any applicable insurance premium tax will be shown on the documentation we provide to you.

When renewal is invited and you have previously 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 you choose to pay for your insurance premium using a finance provider your details will be passed onto them. We will provide you with a breakdown of the costs of your monthly instalments and the finance provider will subsequently issue a document outlining key features of their credit agreement with you, including any fees they apply and the cost of default charges: it is important that you take time to read this document and must contact us if you do not receive this. If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them. 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. In certain circumstances we may be contractually obliged by the finance provider to notify your insurer to cancel the policy. 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 informed of non-payment under the credit agreement, 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 use this refund to offset the amount levied by the finance provider on the firm. If this amount is not sufficient to cover all our costs, we reserve the right to pursue any additional debt owed to the firm through a due legal process. You will be responsible for paying any "time on risk" charges (including any cancellation fees) and putting in place any alternative insurance and/or payment arrangements you need. Upon receiving your strict acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful.

Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples).

Together they provide important information in relation to the credit facility available from the finance provider. To use the finance provider's facility, you must be resident in the UK, aged 18 years or over, and hold a bank or

building society current account which can support direct debit payments. Credit is available subject to status.

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.

### **Please make all cheques payable to Independent Insurance Services.**

By instructing us to place insurance on your behalf you give your 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, and the business earns no interest from the holding account.

### **Financial Crime**

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Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross-check your information against the HM Treasury financial sanctions list as part of the information gathering process.

We are obliged to report to the National Crime Agency and/or Serious Fraud Office any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

### **Consumer Credit Licence**

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We are authorised and regulated by the Financial Conduct Authority in respect of our current Consumer Credit Permissions.

### **Charges/Fees**

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In addition to the amount charged by insurers we may also make charges to cover the administration of your insurance. We will advise you of any charges/fees that will apply to your policy in advance. These fees are non-refundable. Any applicable insurance premium tax will be shown on the documentation we provide to you.

### **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. 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 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.

**For Ecology Customers only- No Mid-Term Adjustment fee 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 charges incurred.

A late payment charge of £25.00 may also be 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 may be imposed should your file be transferred to a debt collection agency.

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

Where we arrange low or non-commission paying products, we will charge an arrangement fee not exceeding X% of the premium and 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. To the extent that it is not possible for an amount to be given the firm will provide the basis for its calculation.

### Remuneration

In good time before the conclusion of the initial contract of insurance and if necessary, on its amendment or a renewal the firm will advise you

(a) On the **nature** type of remuneration the firm received in relation to the contract of insurance

(b) In relation to the contract of insurance the **basis**/source of the remuneration.

1. a fee that is remuneration paid directly by you to the firm; or
2. a commission of any kind that is a remuneration included in the premium; or
3. any other type of remuneration including an economic benefit of any kind offered or given in connection with the contract; or
4. the basis of a combination of any type of remuneration set out above

As insurance brokers our remuneration may be as a fee agreed with you, and/or from commission paid to us by insurers based on the amount they charge you. You are entitled, at any time, to request further information regarding the amount of any commission which we may have received as a result of placing or renewing your insurance cover.

We take any commission once we receive your payment as cleared funds, and after payment of the premium to the insurer. 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.

**Ecology Customers Only** – *Ecology acts as an introducer to Independent Insurance Services/Insure Green and therefore will receive a percentage of the commission which we receive from the Insurer when placing or renewing your 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 or where you request a mid-term adjustment which results in a refund of premium, 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 £5.00. In the same regard, we will not request premiums of less than £5.00.

### Communications/Documentation

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

### Termination of our authority to act on your behalf

You or we may terminate our authority to act on your behalf by providing at least 14 days notice in writing (or such other period we agree). Termination is without prejudice to any transactions already initiated by you, which will be completed according to these terms of business unless we agree otherwise in writing.

You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and /or fees payable in relation to insurance cover placed by us prior to the date of written termination.

### 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.