

Registered in England. No: 2532799. Registered Office: ECL House, Lake Street, Leighton Buzzard, LU7 1RT

Terms of Business

Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to the section headed 'Use of personal data', and specifically the paragraph explaining how 'sensitive personal data' will be used. For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at Highway House, 4 Doolittle Yard, Froghall Road, Ampt Hill, MK45 2NW.

Hours of Business

Our normal hours of business are 9.00am – 5.00pm Mondays to Fridays. We are closed on Bank Holidays and we normally close at midday on the last working day before Christmas and the last working day before New Year. We cannot deal with any requests for cover or changes in your insurance arrangements if you contact us by any method outside of these hours.

The Financial Conduct Authority

Home Counties Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Register number is 300805. The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies and Pure Protection policies. We are also authorised to undertake the following Consumer Credit Activities:-

Credit Broking

Debt Administration

You may check this on the FCA's register by visiting the FCA website, www.fca.gov.uk/register/ or by contacting the FCA on 0800 111 6768.

Our service

Our role is to advise you and, after we have assessed your needs, to make a suitable recommendation. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. We select personal and commercial insurances from a range of insurers, but for certain products, we may only deal with a single insurer or select from a limited number of insurers. We will also provide premium finance and arrange lending facilities in respect of general insurance policies on behalf of clients when this is required. Where we select products from a limited number of insurers you may ask us for a list of the insurers we deal with for these products. We will give you further information about this before we finalise your insurance arrangements.

We can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf. We also act on behalf of insurers when collecting premiums under risk transfer (See "Money" section)

We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties. We will provide you with advice and guidance, after assessing what you want and need and recommend a suitable policy based on our experience of dealing with similar risks.

We will confirm to you the level of service we are providing as part of our sales process. In all cases our service will include arranging and administering your insurance, including helping you with on-going changes. If we use the services of another intermediary to place your insurance we will advise you of the name of the intermediary we use and the name of the insurer

Limit of Liability

Our maximum liability is limited to £2,000,000 in respect of any act of negligence, error or omission on our part for all claims in any calendar year of Engagement.

Complaints

Our aim is to provide all of our clients with an excellent level of service. However we recognise that there may be an occasion, when you do not feel satisfied with the service you have received from us. We take complaints very seriously and with this in mind we have developed a Customer Complaints Procedure which lets you know how you can get in touch with us and how we will deal with your complaint or issue. Should you need to make a complaint, please contact our Complaints Manager, Graeme Cole, using any of the following methods:-

In person

In writing to Home Counties Insurance Services Ltd, Highway House, 4 Doolittle Yard, Froghall Road, Ampt Hill MK45 2NW

By telephone on 01525 719955

By email to Graeme.cole@homecountiesinsurance.com

We will endeavour to resolve your complaint by the close of business of the next working day. However, if this is not achievable, you can be assured that we will deal with your complaint promptly and fairly, in line with our formal complaint handling procedures listed below:

- We will write to you within five working days to acknowledge your complaint and provide details of who is handling your complaint
- We will keep you informed of the progress of your complaint as our investigations proceed
- We aim to provide a final response to your complaint within eight weeks from receipt of your complaint

- If we cannot provide you with a final response within eight weeks from the date of receipt of your complaint, we will outline the reasons for the delay and provide you with an indication of when you can expect a response
- When investigating your complaint, we will take into account any financial losses or material inconvenience you have suffered. Our final response letter will set out the reasons for our decision and we will make it clear to you, as to whether we accept or reject your complaint.
- If you are in any way dissatisfied with our final response, or if we have been unable to provide our final response to you within 8 weeks of receiving your complaint, **you have the right to refer your complaint to the Financial Ombudsman Service (FOS) free of charge** if you are:
 - an individual consumer;
 - a natural person acting for purposes which are outside your trade, business, craft or profession or
 - a micro enterprise (an enterprise that employs fewer than ten people and whose annual turnover and/or annual balance sheet total does not exceed EURO 2 million) or
 - a charity which has an annual income of less than £1 million at the time the complainant refers the complaint; or
 - a trustee of a trust which has a net asset value of less than £1 million at the time of the complainant refers the complaint.
 - a consumer who is a member of any business, charity or trust who is complaining as a beneficiary of a group policy

The Ombudsman might not be able to consider your complaint if:

- what you're complaining about happened more than **six years** ago, **and**
- you're complaining more than **three years** after you realised (or should have realised) that there was a problem.

If we think that your complaint was made outside of these time limits we will leave this matter for the Ombudsman to decide. If the Ombudsman agrees with us, they will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances.

If you do decide to refer your complaint to the Ombudsman you must do so within six months of the date of our final response letter. If you do not refer your complaint to the Ombudsman within six months of the date of our letter, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. Very limited circumstances include where the Ombudsman believes that the delay was as a result of exceptional circumstances.

The FOS offer an independent service for resolving disputes and you may contact the FOS by:

- Calling their consumer helpline on 0800 0 234 567 (free for people phoning from a "fixed line" (for example, a landline at home) or 0300 123 9 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)
- Writing to them at Exchange Tower, London E14 9SR
- Emailing complaint.info@financial-ombudsman.org.uk
- FOS website: <http://www.fos.org.uk/>

We will include a copy of the Financial Ombudsman Service's leaflet 'Your Complaint and the Ombudsman' in all resolution and 8 week response letters.

Solvency and Compensation

We do not guarantee the solvency of any insurer we place business with.

We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit lending i.e. credit broking. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details regarding the FSCS can be obtained from its website www.fscs.org.uk.

Handling money

We will hold money that you pay to us in accordance with the regulators rules or under a risk transfer agreement with insurers.

We operate a statutory trust client bank account that only allows us to use the money held in trust on behalf of a customer for paying that customers' premium to an insurance company and to pay premium refunds or claims we receive from that insurance company to the customer, once the premium has been received from that insurance company. We cannot use that customer's money to pay another customers premium or refund. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance, unless, in the case of consumer transactions we receive more than £20 per transaction, and then we will ask for your permission to retain the interest. Unless you tell us otherwise, you are consenting to us holding your money in this way.

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.

Payment for our services

We usually receive a commission from the insurance provider with whom we place your business, and in such a case, the commission will be paid to us either when we are in receipt of cleared funds from you (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission. We also receive commission for arranging finance agreements for the payment of insurance premiums and this is usually expressed as a percentage of the individual loan and is paid to us directly by the premium finance provider. We may also receive a commission or fee for passing introductions to other professional firms.

In addition, we may also charge you a fee for arranging your insurance and full details will be provided to you at outset. Our standard fees are shown in the table below.

New policies and renewals	As per our quotation.
Completing Liability/Contractors Questionnaires	£20
Replacement of lost certificates or documents	£20
Mid term adjustments and cancellations	£20
Mid term adjustments and cancellations resulting in a refund of premium	£20 plus we will also deduct a percentage of the return premium in lieu of our commissions up to a maximum of: 12.5% for private motor policies, 25% for home insurance policies and between 15-30% for commercial policies.
Cancellation of a policy within the cooling off period	£25 for personal insurances, except Personal Accident products. £0 for Personal Accident products
Copies of personal data we hold about you	£20 per request.

The level of fee for new policies and renewals can vary depending on our remuneration from insurers and the time and complexity of arranging the cover. You will always receive a quotation, which details the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

Full payment of premium and fees is due before cover commences, or as otherwise stated under terms of credit, or in the debit note, invoice or statement issued to you. We also draw your attention to the sections headed 'Cancellation of insurances', 'Ending your relationship with us' and 'Cooling off period for Personal Insurances'.

Cancellation of insurances

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned. In the event of cancellation, charges for our services will apply in accordance with the 'Payment for our services' section. The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires.

'Cooling Off' period for Personal Insurances

For personal insurance products (except Personal Accident cover) you may cancel your policy within 14 days of the inception or renewal date (or within 14 days of receiving the full policy wording, if this is later) should you decide not to proceed with the cover. If you exercise this right then we will make a service charge of £25, which is in addition to any charge made by the insurer, information on which can be found in the insurer's summary of cover or policy wording. In the case of motor insurance, the certificate of motor insurance must be received by us within the 14 day period.

For Personal Accident products, you may cancel your policy within 30 days of the inception or renewal date (or within 30 days of receiving the full policy wording, if this is later) should you decide not to proceed with the cover. You will not be charged any fees if you cancel a Personal Accident policy within this period.

Use of personal data

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you or pass your details to other companies in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information you signify your consent to its being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you will be charged a fee of £10. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to us at Highway House, 4 Doolittle Yard, Froghall Road, Ampthill, MK45 2NW

Payment Options

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

If you choose to enter in a finance arrangement, your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party. This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer.

It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.

We do not charge any fees to you for introducing you to a credit provider

If you are a consumer as defined under the Consumer Credit Act, you will have the benefit of a 14 day cooling off period.

Please note that we only use the chosen insurer or Close Brothers Premium Finance for the provision of premium finance facilities.

Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

Credit Checks

To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including a credit reference agency and other organisations. Our search will appear on your credit report whether or not your application proceeds. By agreeing to the terms and conditions you agree to these uses of your information.

Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

Conflict of interests

Occasions can arise where we or one of our clients or product providers may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Claims handling arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

Home and motor insurance databases

You should note that insurers provide information to the following databases in order to combat fraudulent claims:

- CUE (Claims & Underwriting Exchange register)
- MID (Motor Insurance Database)
- MIAFTR (Motor Insurance Anti-Fraud & Theft Register)

You should be aware that the insurers we use exchange information with other insurers through various databases to help them check the information provided and also to prevent fraudulent claims. In respect of motor insurance, all insurers supply details of motor insurance policies to a database to which the Police and other insurers have access. This helps detect people who break the Law by not taking out insurance and insurers to pursue claims following accidents.

Credit Checks

To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including a credit reference agency and other organisations. Our search will appear on your credit report whether or not your application proceeds. By agreeing to the terms and conditions you agree to these uses of your information.

IMPORTANT INFORMATION

WARNING

Warranties, Endorsements and Conditions

Your policy contains a number of WARRANTIES, ENDORSEMENTS and CONDITIONS. Some of these are standard but some are specific to your policy. Please pay particular attention to these as they must be complied with word for word, otherwise the insurer might not pay any claims and might cancel your policy from the start. The Insurance Act 2015 has altered some of the remedies that Insurers can impose but, to all intents and purposes, if you are not complying with a Warranty, Endorsement or Conditions your claim will NOT BE PAID.

There are many such Warranties, Endorsements and Conditions but some of the more common ones relate to security, waste disposal, complying with any laws that apply to your business, deep fat fryers etc. This is not an exhaustive list and you MUST refer to your policy schedule and wording for a full explanation.

FAILURE TO COMPLY MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.

WARNING – CONSUMERS

WHERE THE MAIN PURPOSE OF THE CONTRACT IS FOR PRIVATE USE

Your duty to give information

When applying for or amending your insurance policy, we and / or your insurer will ask a number of questions to assess the risk prior to agreeing cover. It is your duty to ensure that you answer all questions raised by insurers or us honestly and reasonably. These questions are designed to enable us or the insurer to obtain a comprehensive picture of the nature of the risk to be insured, and only by asking such questions and receiving answers which are given honestly and with reasonable care, can we or the insurer be in a position to offer terms which are designed to meet your demands and needs.

The reason why this is vital and extremely important is that if you fail to tell us or the insurer something when asked, or, if you answer carelessly or act deliberately or recklessly in making misrepresentations when answering questions, your policy may leave you with no insurance protection; insurers may not pay a part or all of your claim and may cancel your policy. You may find it difficult to re-arrange cover because you did not tell an insurer everything when asked, and you will have to disclose this fact when you reapply for insurance.

FAILURE TO ANSWER QUESTIONS HONESTLY AND REASONABLY, WHEN ASKED, MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID

Warning – Commercial Customers

The Insurance Act 2015

For policies placed, renewed or varied on or after 12 August 2016 the above act will apply. This means that you will need to make a 'fair presentation' of the risk and you must disclose to your insurer every material circumstance which you know or ought to know. The Insurance Act gives some guidance as to what this means:

- You must disclose every material circumstance which is known by (i) your senior management (the Act defines 'senior management' as "those individuals who play significant roles in the making of decisions about how the insureds activities are to be managed or organised"); and (ii) those individuals responsible for arranging your insurance (which includes risk managers and any employee who assist in the collection of data, or who negotiates the terms of the insurance, such as your individual brokers).
- You "ought to know" what should reasonably have been revealed by a 'reasonable search' of information available to you. This means you must conduct a reasonable search for, and disclose, material information that is available to you. It is important to note that this includes information held within your organisation but also outside it, including information held by agents, and also held by persons and entities who are to be covered by the insurance.
- You must not make any misrepresentations to your insurer.
- You must provide the information to your insurer in a manner which is 'reasonably clear and accessible' to a prudent insurer. This is a new, standalone, duty.

What is 'Material'?

Under English law, every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium and/or the terms of the insurance and/or determining whether to accept the risk. This refers to 'any' prudent insurer, not just the insurer who has been offered the risk. A circumstance may be material even if disclosure would not necessarily lead to an increased premium or declinature of the risk.

In the context of business insurance policies, insurers are likely to regard matters such as, but not limited to, the examples in Appendix 1 of this document as material. If you are unsure whether a fact or circumstance should be disclosed, or whether the duty to disclose information continues throughout the period of a particular policy, we recommend that you disclose the information anyway, as failure to do so may lead to your insurer reducing its claim payment, applying additional terms or even avoiding the policy.

When to Disclose

Your duty of disclosure applies throughout the negotiations preceding the placing of your policy until your insurer has agreed to accept the risk and has set the terms, price and level of participation, and the contract has been finalised.

After the policy has been placed the duty of disclosure arises again if you wish to make changes to the policy so that your insurer takes additional risk, when there is an extension of the policy period and when a policy condition requires you to advise your insurer of a specific increase or alteration in risk. The duty to disclose material facts and circumstances arises again during the renewal process.

Failure to Disclose

The consequences of failing to disclose a material fact or circumstance will depend on the precise terms of your insurance policy and on whether the policy was placed (or varied) before 12 August 2016.

If your policy is placed or renewed (or varied) before 12 August 2016

The remedies available to the insurer are unchanged.

If your policy is placed or renewed (or varied) on or after 12 August 2016

The new Insurance Act 2015 will apply and your insurers remedy for non-disclosure will depend on whether or not your failure to disclose, or misrepresentation, was deliberate or reckless:

- If you deliberately or recklessly fail to comply with your duties your insurer will be able to avoid the policy, that is, to treat it as if it had existed, and may retain the premium.
- If your failure to comply with your duties was not deliberate or reckless your insurers remedy will depend on what the insurer can show it would have done had a fair presentation of the risk been made:
 - If your insurer would not have entered into the contract on any terms it can still avoid the contract but must return the premium;
 - If your insurer would have entered into the contract but on different terms (not relating to premium) the contract may be treated as if it included those terms from the outset;
 - If your insurer would have entered into the contract but would have charged a higher premium, the amount paid on a claim may be reduced proportionately.

The Insurance Act 2015 will also apply to variations made to policies on or after 12 August 2016 even if the policy inception prior to this date.