

## Terms Of Business Agreement & Conditions

**Our Service to You** - The product quoted and offered to you may be from a fair analysis of the market, a panel of insurers or a single provider, this will be clarified at the time of quotation and once we have established the product best suited to you.

**Your Duty to Us** - We will ask for and seek all relevant information from you in order to recommend an appropriate policy. You must supply us with the requested information, as failure to do so, or to provide incorrect information may lead to you buying an inadequate product or worse, the Insurer may not pay a claim. Insurer's request all 'material facts' to be disclosed, which may be described as any fact, if known, which may be likely to influence their decision to accept a risk and on what terms. If any information supplied changes during the course of the policy period, you must notify us immediately as this may affect the cover and policy terms and conditions.

**Confidentiality/Data Protection Act** - We will treat all customers' personal information in a confidential manner and we will ask a series of questions to ensure we are speaking to our customer and not a person who is not authorised to ask questions or to give instructions to us. We can only take instructions to effect or to alter a policy in some way from the policyholder or their legal representative and your data is held in compliance with the legislative requirements. Your insurers undertake that they shall only use Personal Data provided to them for the purposes of performing its services in connection with our contract of insurance with the proposed insured/insured's.

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help insurers check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, your insurers may search these registers. Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Information centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the Police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. You can find out more about this from your insurer or at [www.miiic.org.uk](http://www.miiic.org.uk). You should show this notice to anyone insured to drive the vehicle covered under this policy.

The insured acknowledges that the insurers may be required as a matter of law or regulation to disclose Personal Data provided to us to a Court of law or regulatory body such as the Financial Services Authority or any other public body or authority of competent jurisdiction and the proposed insured/insured's hereby consents to any such disclosure.

**Our Quotation to You** - All premiums quoted are inclusive of HM Government Insurance Premium Tax, where applicable (no fees are charged for this service). We reserve the right to withdraw premium indications before they are taken up and to apply any changes notified to us by underwriters after the indication has been given.

**Evidence of No Claims Bonus if Applicable** - In consideration of being granted temporary insurance cover under a policy without providing us with evidence of no claims bonus, you undertake to provide such evidence within fourteen days of the commencement date. If you do not provide such evidence you must pay such increased premium as a result from your failure to provide evidence. In the event that the policy has to be cancelled as a result of failure to provide bonus proof and you failing to pay an increased premium, you will be asked to pay a time on risk charge based on the total gross premium plus a cancellation fee.

**Cancellation** - You have certain rights of cancellation in the early stages of a policy life and these are shown in the insurer's policy details. Policies vary between insurers, but be aware that cancellation refunds are not given after a claim and are otherwise calculated on a short period scale weighted in favour of the insurers as their cost are similar whether a Policy has run for one day or a year. Also please be aware that we do not refund commission since this is earned for arranging the policy (unless you are replacing the policy through our agency with another insurer). In the event of the cancellation of your policy within the first fourteen days please see below the administration charges applied:

- £15.00 for all Travel and Breakdown Insurance in addition to any charge the insurer may make.
- £25.00 for all other Insurance Products in addition to any charge the insurer may make.

Legal Defence, Personal Accident, Homecare Assistance or KeyCover products are non refundable.

**Our Charges** - In order to cover costs incurred a 1.5% charge is made for payments by credit card which is non refundable. We also charge £25.00 each time a cheque is unpaid. Should you require a duplicate Certificate of Insurance or Schedule of Insurance, a minimum charge of £10.00 will be made for whatever reason it is requested. An administration charge (normally £17.00) will be made in the event of a policy adjustment.

**Commission on Commercial business** - You may request details of commission we receive from Insurers and on request, we will also provide you with a list of those insurers with whom we are able to place the particular product arranged.

**Instalments** - If your payment is arranged by instalments a credit agreement is issued. Your attention is drawn to the terms of the agreement as charges are made for interest and administration. If any direct debit or other payment due in respect of the credit agreement you enter into with Premium Credit Limited (PCL) to pay insurance premiums, is not met when presented for payment or if you end the credit agreement with PCL or if you do not enter into a credit agreement with PCL we will be informed of such events by PCL. If you do not make other arrangements with us to pay the insurance premium 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 (or, if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and to collect any refund of premiums which may be made by the insurer and if any money is owed to PCL under your credit agreement pay it to PCL or if PCL have debited us with the amount outstanding use it to offset our costs. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

**Ownership** - There is no ownership between ourselves and any insurer.

**Tacit Renewals** - In the event that your renewal is being paid by instalments, we will notify you, prior to renewal date of the premium and terms and conditions which will apply. Unless we hear from you on or prior to renewal date your policy will be renewed.

**Premium Received** - In the event that your insurer provides us with Risk Transfer your premium paid to us is held by us as agent of the Insurer, otherwise it will be held as client money. Both will be held in a separate client statutory trust bank account until paid to the Insurers. We do not pay interest on client monies held.

**Policy Document** - A new policy document is available at renewal upon request.

**Law To Be Applied** - This agreement shall be governed by the Laws of England, Wales or Scotland and the parties agree herewith that any dispute arising out of it shall be subject to the (non) exclusive jurisdiction of the relevant court.

**Complaints Procedure** - Lifesure Group Ltd of 3 Fenice Court, Phoenix Park, Eaton Socon, Cambs, PE19 8EW is authorised and regulated by the Financial Services Authority. Our FSA authorisation number is 305038. Our permitted business is arranging general insurance contracts. You can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on **0845 6061234**.

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint we have in place a procedure which you may care to use without prejudice to your right to take legal action against the company. You should in the first instance, contact Lifesure Group who arranged the policy for you. As we are authorised by the Financial Services Authority we undertake to comply with their Code of Practice. As such we will ensure that your complaint is dealt with by a senior member of staff and that you are contacted within 5 working days to acknowledge receipt of your complaint. At that time you will be given the name of the person who will be dealing with it.

Further, if we are unable to resolve your complaint within 4 weeks we will contact you and advise how the resolution of your complaint is processing.

Should the matter not be resolved to your satisfaction, please write to your insurer (address will be found in your policy booklet OR ask the Financial Ombudsman Service (FOS) to review your case. Their address is:

**Financial Ombudsman Services, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.**

**Telephone: 0300 123 9123**

(Please note with effect from the 1st November 2009 the Financial Ombudsman Service is changing its complaints handling rules concerning small businesses. From this date the Ombudsman will only consider your complaint if you are a "micro-enterprise". This is defined as a business with an annual turnover not exceeding two million euros and fewer than ten staff).

**Financial Services Compensation Scheme (FSCS)**

We are covered by the FSCS, you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered up to 100% for those products where insurance is compulsory. Non compulsory products are covered on a flat 90% basis. Further information about compensation scheme arrangements is available from the FSCS.