Bickers Insurance Services Limited Hollyacre, Toddington Lane, Littlehampton, West Sussex BN17 7PP



Bickers Insurance Services is a trading name of Bickers Insurance Services Limited. Registered in England and Wales Reg No.08432640. Registered address - Martlett House E1, Yeoman Gate Yeoman Way, Worthing BN13 3QZ

# 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', specifically the paragraph explaining how 'sensitive personal data' will be used and the sub-section titled 'Credit checks'.

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 the above address.

#### The Financial Conduct Authority

Bickers Insurance Services is a trading style of Bickers Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 712097.

Our permitted business is introducing, advising, arranging, dealing as agent, assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalment facilities.

You may check this on the Financial Services Register by visiting the FCA's website, <u>www.fsa.gov.uk/register/</u> or by contacting the FCA on 0800 111 6768.

# Our service

#### Helping you to decide

Our role is to advise you in relation to the insurance and, after we have assessed your needs, to make a suitable recommendation. There are circumstances where we do not provide advice, for example, if you buy a policy direct from our website <u>www.exchange2completion.co.uk</u>, or where we can offer the availability of an instalment facility in order to pay the insurance premium by regular premiums. We do not offer advice in relation to this but we will ask questions to narrow down the selection of products on which we will provide details and of the options available. You will then need to make your own choice about how to proceed.

## The capacity in which we act for you

In providing our service, we typically act as your agent. However, we may sometimes act as an agent of the insurer. Where this is the case, we will advise you of it before undertaking any relevant transactions on your behalf.

## Our product range and the range of insurers used

We select personal and commercial insurances from a limited number of insurers, but for certain products, we can only offer products from a single insurer. We will give you further information about this before we finalise your insurance arrangements; 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. If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised.

We will not in any circumstance guarantee the solvency of any insurer.

# **Complaints and compensation**

We aim to provide you with a high level of customer service at all times but, if you are not satisfied, please contact the Customer Services Manager at the address shown above or by email to <u>admin@bickersinsurance.co.uk</u>

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). For further information you can visit FOS website www.financial-ombudsman.org.uk.

Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Businesses employing fewer than 10 persons <u>and</u> with a turnover or annual balance sheet total not exceeding €2 million
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available as follows:

Insurance advising and arranging is covered for 90% of the claim, without any upper limit For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim without any upper limit

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (free-phone) or 020 7741 4100 or www.fscs.org.uk.

#### **Ownership**

Purple Bridge Investments Limited own 30% of our share capital.

#### Payment for our services

We normally receive commission from insurers and product providers. We also charge you for handling your insurances as follows:

New business	£25.00*
Renewals	£25.00
New business & renewals under £200	£40.00
Mid-term adjustments	£10.00
Mid-term cancellations	20% of the premium returned by the insurer subject to a minimum charge of £20.00.
Copies of personal data we hold about you	£10.00 per request

These fees will not apply for any business transacted on our website <u>www.exchange2completion.co.uk</u>, for which any charges made will be identified clearly.

\*In certain cases, where an exceptional amount of work has been carried out in order to provide your quotation, the initial new business fee may be increased to reflect this. You will be notified in advance of any payment becoming due should this be the case.

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. On request, we will be pleased to provide information about any commission received by us in the handling of your insurances.

We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

#### **Commercial customers:**

In good time before the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be informed of the level of commission which we receive from underwriters. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

#### **Payment Arrangements**

Full payment of premium and fees is due before cover commences, or as otherwise stated in the debit note, invoice or statement issued to you.

#### Handling money

We act as agents of the insurer in collecting premiums and handling refunds due to clients. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

#### 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 above 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.

#### 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. Valid reasons may include but are not limited to non-payment of premium or fees, commission clawback by insurers where instructions are given to another party to handle the customer's insurance(s), failure to provide requested documentation or information, deliberate failure to comply with terms set out within the TOB or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud, Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

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.

## Your responsibilities

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or of if you make a mid-term amendment to your policy. If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid. You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

If you are unsure about any matter, please contact us for guidance.

## 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 and where applicable arranging premium finance it will be necessary for us to pass such information to insurers and other relevant 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 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 The Customer Services Manager at the above address or email <u>admin@bickersinsurance.co.uk</u>

#### Credit checks

We, and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

## **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.

# TOBCONS200617