

## **Our Terms Of Business - Important Customer Information**

### **Introduction**

This leaflet gives you important information on your rights and how we deal with you and your insurance and must be read in conjunction with the accompanying correspondence and documentation. We recommend that you read it carefully and keep it with your insurance documents. Our intention in issuing this document is to establish clearly and concisely the basis on and extent to which we will provide you with services ("the Services") in relation to each insurance policy which we arrange on your behalf.

This agreement shall become effective between both parties when cover is affected and supersedes all previous agreements whether oral or written. This agreement shall be subject to English law with the exclusive jurisdiction of the English courts. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us immediately.

### **1. Regulation**

The Financial Conduct Authority (FCA) is the independent watchdog that regulates financial services. We are authorised and regulated by the Financial Conduct Authority. The authorisation includes a number of trading names and our permitted activities as an insurance intermediary include arranging general insurance contracts. Our FCA Firm Reference Number is 310419. These details and our trading names can be verified by visiting the Financial Services Register at website <https://register.fca.org.uk> or by contacting the FCA on 0800 111 6768. Our company is registered in England & Wales. Company Registration Number 00338645, Registered Office; Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

For the avoidance of doubt, this document and the terms stated within shall continue to apply if, in the event that, our company name changes. If our Company Registration Number or FCA Firm Reference Number changes, you will also be notified.

### **2. Law And Jurisdiction**

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **3. Our Service To You**

We source and arrange products but do not offer advice or make recommendations when arranging your insurance or instalment facility. However, we may ask some questions to narrow down the product offered on which we will provide details; you will then need to make your own choice about how to proceed.

### **4. The Capacity In Which We Are Acting**

We act under an agreement with the Insurer which allows us to provide a quotation, confirm cover and issue policy documents to you, acting on their behalf. We will inform you, where applicable, prior to placing your cover(s) or dealing with claims, of the capacity in which we are acting on a policy by policy basis.

### **5. How We Make Our Selection**

We are contractually obliged to offer you an insurance product from the insurer named in the accompanying documents and have not carried out a fair and personal analysis of the market. All quotes offered will be valid for 30 days from the day you obtain the quotation.

### **6. Disclosure of Information**

If you are a Consumer (an individual buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

If you are not a Consumer (an individual buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) you must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before the setting up or renewal of your insurance policy is concluded, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it.

In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers. A senior manager is anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or

not that individual is a member of your board or is formally in a management role. You must also consult with anyone who has particular knowledge about the risk to be insured.

If you deliberately or recklessly (i.e. without care) fail to comply with your obligations to present the risk fairly, insurers may avoid the policy. This means they can retain all premiums and treat the policy as if it never existed and refuse to make any claims payments. You could also be obliged to repay any claims payments that had already been made. If you fail to present the risk fairly, but your failure was neither deliberate nor reckless, insurers' response will depend upon what would have happened if you had complied with your obligations:

- a. if insurers would not have provided the policy, they may treat the policy as if it never existed, refuse to make any claims payments and demand the return of any claims payments already made. However, insurers would have to return any premium payments already made;
- b. if insurers would have provided the policy but on different terms, the policy will remain in force but will be treated as if those different terms applied from the start of the policy. This could result in a claim not being met in part or in full;
- c. if insurers would have provided the policy but charged a higher premium, insurers may reduce any payment in proportion to the difference between the premium charged and the premium that would have been charged if you had fairly presented the risk. This could result in a significant reduction to the amount of any payment under the policy.

All statements and facts disclosed on proposal forms, statements of fact, claim forms and other documents should be full, true and accurate and must be given after undertaking a reasonable search, including consulting with your senior management. Where forms are completed on your behalf you must check them for accuracy and completeness before signing them. You must always read the declaration and make sure you understand it before you sign.

## **7. Cancellation**

Customers acting outside their trade, business or profession are regarded as Consumers and usually have the legal right to cancel a policy within 14 days of receiving the full policy terms and conditions, although this timescale may vary depending on the type of policy purchased and this will be clarified in your policy document. The right to cancel also depends upon a claim not having occurred and the performance of the policy not being complete.

Note that this right does not usually apply to policies of less than one month in duration, such as short term travel insurance and you should presume as such unless informed in writing by us to the contrary.

You must contact the office from where you purchased your cover within the 14-day period where the Right to Cancel applies. The insurers may return a proportion of the premium to us, less any reasonable cost incurred in providing the cover. We reserve the right to make a charge including administration charges in relation to the time policy coverage was in place and to make reasonable charges for additional administration incurred. These charges will be notified to you prior to them being levied.

In the case of cancellation after the 'Right to Cancel' period for Consumers or for commercial customers where a 'Right to Cancel' period does not usually apply (refer to your policy document for clarity) please note the following:

- Your contract may include a cancellation clause, please note: a number of insurers will only accept cover on a 'minimum and deposit' premium basis and some policies may be non-refundable in the event of cancellation.
- Where this does not apply, insurers may only return a proportionate return of the premium and you may be charged an admin fee to cancel. Our commission and/or fees will not be returnable. Please refer to your policy documents for more details or contact your Account Executive.

In the event that you fail to pay your premium by the due date, the insurance may be cancelled forthwith, or by insurers giving notice of cancellation. If you pay by instalments, there is the possibility that the amount paid prior to the cancellation date may not cover the overall amount due up to the date of cancellation. In that situation you will remain liable to pay the difference between those amounts.

If you wish to cancel your policy(ies) please contact the office from where you purchased the cover.

We and/or the insurers may cancel the Policy at any time by giving you 7 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address.

Minimum Refunds – we will not provide a refund where the refund amount is £10.00 or less.

## **8. Remuneration**

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 insurers with which your insurance is arranged. We will take commission earned from insurance companies in connection with your insurances, from our Trust account, only after we have received your premium (or received it from a third-party finance provider on your behalf). This may occur before the premium is paid to the insurance companies based on the Terms of Business we have agreed with those companies.

We receive a commission payment from your insurance company for arranging and ongoing management of your insurance policy. This amount is normally a percentage of the total annual premium you pay (excluding insurance premium tax (IPT)).

Your insurer will provide us with additional income in respect of your insurance policy which is dependent upon the overall account of the business with which you are dealing meeting certain criteria. This will normally be calculated as a small percentage of our whole account which, depending on the profitability of your insurance policy, can be calculated as a

percentage of the total annual premium you pay (excluding Insurance Premium Tax (IPT)).

Thistle Insurance Services Limited will retain the amount of interest, which is based on a percentage of the total annual premium, that you are charged (including Insurance Premium Tax (IPT) for the provision of the premium finance lending facility.

Your landlord may also receive a commission from Thistle Insurance Services Limited for introducing you to us.

We will receive additional income from interest earned on insurance monies passing through our bank account.

## **9. Security Of Insurer**

We will endeavour to check the financial security of all insurers by using industry rating agencies information where available however we cannot guarantee the future solvency of any insurer we place business with.

## **10. Documentation**

Policy documentation will be issued to you in a timely manner and as soon as reasonably possible.

You must comply with the terms and conditions of your insurance policy, especially any terms described as warranties and or conditions precedent to liability. Failure to do so could result in your policy being cancelled and/or in a claim or claims not being paid. Your insurance policy may create ongoing duties for you which you must continue to carry out. For example, a duty to disclose any change in circumstance that the insurers may regard as material to the ongoing insurance arrangements.

When a policy is issued, you are strongly advised to read it carefully, as it is that document, the schedule and any certificate of insurance that is the basis of the insurance contract you have purchased. If you are in doubt over any of the policy terms and conditions, please seek our advice promptly.

## **11. Terms Of Payment**

You must pay the amount due in cleared funds in accordance with the payment dates specified on our invoice. Failure to make payments on time may lead to insurers not effecting or cancelling your policy. We may at our discretion deduct any sum that you owe to us from any amounts which we may receive on your behalf including but not limited to claims monies or premium refunds. If your premium is reduced during the term of insurance following a reduction in cover we will provide you with a pro-rata refund of the reduction in cover. We may, at our discretion deduct any sum that you owe to us from any amounts which we may receive on your behalf including but not limited to claims monies or premium refunds.

- a) Within the 14 day cooling-off period – a full refund
- b) After the 14 day cooling-off period – a pro-rata refund less any cancellation fee payable, as detailed in your policy wording.

## **12. Instalments**

If you use a finance company such as Close Brothers or Premium Credit, then this is an independent loan. If, for example, you decide to cancel a policy or your insurer becomes insolvent, you will still be required to make the agreed repayments. [If you do not continue to pay your instalments your insurance may be cancelled.] A document will be provided for you by the finance provider outlining the terms of the finance agreement and it is important you read this. Please note instalment facilities are not available for all the cover types we arrange and/or services offered.

## **13. Pay as you go**

If you have selected to pay weekly, fortnightly, or monthly, we will endeavour to provide you with your policy terms (including the policy wording and schedule, or certificate of insurance) upon the anniversary of the Scheme Policy in place with your Local Authority/Housing Association. Attached to the Scheme Policy terms will be a statement of any changes to the terms of your policy, and changes to any information required under EU directives, it will also contain a statement of price and information about cancellation. Providing you continue to make payment, your cover will remain in force, unless you notify us that you wish to cancel your policy.

## **14. Taxation**

Insurance premiums attract Insurance Premium Tax at the prevailing rate. Engineering inspections and some other services attract VAT at the prevailing rate. Some fees may not have a taxation element at all. If you are VAT registered then the VAT element may be recoverable by you. Insurance Premium Tax is not recoverable.

## **15. Your Instructions**

We will use reasonable endeavours to act in accordance with your reasonable instructions. If we are not substantially able to achieve what you want us to achieve or if it is not possible to achieve what you want, then we will tell you.

You may instruct us by email, by telephone or during face-to-face meetings, however, any changes requested are only confirmed if we have acknowledged them in writing. We reserve the right to refuse instructions but, if we do, we will inform you. Communications using the Internet are not completely secure and may spread harmful viruses. If you would prefer us not to use emails you must inform us.

Please note that office hours are Monday to Friday, 9.00am to 5.00pm. The office is not open for business on statutory ('Bank') holidays. There may be a delay in responding to instructions if they are received outside of office hours.

We do not ordinarily issue receipts or acknowledgements unless specifically requested by you in writing.

## **16. Claims**

In the event of an incident which could give rise to a claim you must tell the insurer as soon as possible. If you do not, an insurer may refuse to deal with your claim or reduce the amount that you receive from them. Please note that your policy may also be subject to claims notification conditions and/or warranties and failure to comply with these may invalidate your cover therefore in the event of an incident that may give rise to a claim please also refer to your policy wording. We will provide you with assistance in submitting any claim unless we agree otherwise. We will help you to obtain settlement from insurers unless we agree otherwise. In the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts. All incidents must be notified whether you believe you are liable or not.

We may charge you a fee for this service where we are acting as your agent in relation to claims, which will be discussed with you. In some situations, in relation to claims handling we may be acting as agent of the insurer, this will be drawn to your attention if this is the case

## **17. Renewal Of Your Policy**

We will endeavour to provide you renewal terms within a reasonable period or notify you that renewal is not being invited. Attached to the renewal terms will be a statement of any changes to the terms of the policy, and changes to any information required under relevant law, it will also contain a statement of price and information about cancellation. If we do not receive your instructions prior to the renewal date, we reserve the right to renew your policy and if you pay by instalments to continue to accept payment unless you notify us that you wish to cancel your policy, however we are not obligated to renew on your behalf. If we have assumed that renewal is required, where your instructions were not received, you may be liable to make payment to us/Insurers.

## **18. Complaints**

We take all complaints seriously. If you are dissatisfied with the level of service, you have received from your insurer please follow the complaints procedure laid out in your policy document. If your complaint is regarding ourselves, please contact us:

If you have a complaint about any aspect of your insurance policy, our service or a claim, call us on 01452 511470 or write to: Customer Relations, Southgate House, Southgate Street, Gloucester, GL1 1UB or Email: [customerrelations@thistleinsurance.co.uk](mailto:customerrelations@thistleinsurance.co.uk).

We will promptly acknowledge your complaint in writing.

If following our investigation and response to you, you are not satisfied with the outcome or we do not complete our investigation within 8 weeks, you may be eligible to contact the Financial Ombudsman Services (FOS).

Details of this will be provided to you in our response. A copy of our complaints procedures is available on request.

## **19. The Financial Services and 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 for 90% of the claim amount with no upper limit. For compulsory classes of insurance, 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 and can be found on their website [www.fscs.org.uk](http://www.fscs.org.uk). The FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, liability of ships and credit.

## **20. Limit of Liability – Your attention is specifically drawn to this clause which limits or excludes our liability to you**

Our liability for losses suffered by you as a direct consequence of any negligent performance of our services shall be limited in all circumstances to £20,000,000 per claim.

In respect of any other claim arising out of our performance or non-performance of the services hereunder our liability shall be limited to the amount of commission and fees which we have received for arranging your insurance cover during the 12 months prior to such claim arising.

If you feel that the above limits are not sufficient for you we will be happy to discuss a higher limit of liability. If agreed, this will be set down in writing and form part of these Terms of Business. Please be aware that there may be an additional charge or other terms if we agree to amend this clause, these will be discussed with you prior to any amendment taking place.

## **21. Data Protection**

We are registered with The Information Commissioners Office in the UK and we undertake to comply with the Data Protection Act and regulations in all our dealings with your personal data. Your personal information will be kept secure.

Our latest privacy policy is always available on our website at <https://www.thistleinsurance.co.uk/privacy>. It explains how we use and look after your personal data, who we share it with, and what data protection rights you have. We can post you a copy of our privacy notice if required.

## **22. Third Party Rights**

These Terms of Business are intended to confer rights only on you and us. The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

## **23. Money Laundering/Proceeds of Crime**

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

Claims payments will be made in favour of you, the insured.

## **24. Criminal Finances Act 2017**

We are committed to a zero tolerance towards tax evasion, bribery, fraud, corruption, money laundering, terrorist financing and other financial crimes.

The new corporate offence of 'failure to prevent the facilitation of tax evasion' was introduced by the Criminal Finances Act 2017 (CFA). In accordance with the new legislation, our processes include reasonable procedures to prevent the facilitation of tax evasion as well as other financial crimes. The CFA puts responsibility on firms to comply with this legislation, and we expect all commercial customers to comply with the requirements of the CFA.

## **25. Sanctions and/or Embargoes**

If sanctions and/or embargoes are imposed by Governments, and/or banks elect not to handle insurance transaction monies in respect of various countries or persons in such countries, this may restrict the provision of insurance cover, services that can be provided or the movement of monies under such cover.

It is the responsibility of all firms to comply with relevant sanctions legislation, and we expect all customers to comply with the requirements of any sanctions legislation that may apply to them.

As part of this, we expect all customers to fully disclose any exposure they are aware of, or that they may become aware of from time to time relating to either sanctioned persons, locations or goods where it may have an impact on our business.

In performing our duties, following from the above, we may have to:

- i. advise you that our bank(s) have elected not to handle monies relating to your transaction which will prevent the provision of cover and related services;
- ii. suspend any movement of funds until a relevant governmental body confirms that no sanctions/embargoes have been breached and/or a licence can be issued by the relevant authority; and
- iii. advise you that some insurers may seek to cancel cover if they believe there has been a sanctions/embargo breach.

We will use reasonable endeavours to warn you should we become aware that an issue may impact upon the insurance we place on your behalf or restrict the payment of any premiums or claims.

## **26. Liability for Directors, Officers or Employees**

You acknowledge and agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under these Terms of Business. This clause does not in any way limit or affect our liability to you as set out below.

## **27. Setting Sums Insured, Policy Estimates and Indemnity Values**

The setting of and advising us or your insurers of the sums insured and/or indemnity values and/or policy estimates is always your responsibility as insurers will rely on this information when deciding the policy terms and premiums to apply. If you are underinsured or have mis-stated policy estimates insurers may refuse to pay a claim in full or in part.

## **28. Other Services**

We endeavour to give professional insurance advice. However, our advice and our service to you under these Terms of Business do not take into account Health and Safety Consultancy, or employment law considerations.

We can provide you with access to specialist staff in Health and Safety Consultancy, or employment law advice, at your request. In this event, specialist staff will work for you in accordance with a separate and more specific Terms of Business Agreement.

Insurance Broking staff can take instructions from you on Insurance Broking Services only. You must instruct Health and Safety Consultancy or employment law specialists directly. Insurance advice may differ from or conflict with other advice which you may receive. In this event, you need to let us know in order that we can help you deal with any such conflict or difference.

## **29. Committal To Terms**

This agreement shall become effective between both parties when cover is affected and supersedes all previous agreements whether oral or written. This agreement shall be subject to English law with the exclusive jurisdiction of the English courts. Please contact us immediately for questions on these terms.

### **30. Termination Of This Agreement**

You may cancel these Terms of Business with us at any time. If you do so, we will continue to be entitled to receive any fees or commissions payable. We reserve the right to resign as your broker. If policies are to be cancelled, due notice will be given in accordance with the terms of the insurance policies. We will continue to fulfil any outstanding regulatory responsibilities to you following termination of these Terms of Business.

### **31. General**

Each of our rights or remedies is without prejudice to any other right or remedy we may have whether under a contract or not. All customers are responsible for their compliance with applicable laws. Should we suffer financial loss as a consequence of a customer's failure to adhere to applicable laws we may pursue damages to the extent of the loss. Our failure or delay in enforcing or partially enforcing any provision of a contract will not be construed as a waiver of any of our rights under a contract.

### **32. Confidentiality**

We agree to keep all information provided by you to us confidential, save that you authorise us to:

- a) disclose such information to insurers and their agents for the purposes of obtaining insurance quotations for you, placing insurance on your behalf and all other matters relating to your insurances, including the making of claims;
- b) share such information with our own insurers and professional advisors on terms that preserve confidentiality or where we are required by law or by order of the court to disclose such confidential information.

However, we will not be bound to keep any information confidential where it is or becomes in the public domain, it was already known to us or becomes known to us independently of you, or if you authorise us to disclose such information. Where we have asked for your consent to use your personal data, you have the right to withdraw that consent at any time. If you withdraw your consent, we will stop using your personal data where legally possible. Any processing undertaken before your withdrawal remains valid and lawful.

### **33. Severability**

If any part of these Terms of Business is or becomes illegal, invalid or unenforceable then that part shall be deemed to be removed from these Terms of Business and shall not in any way affect the legality, validity or enforceability of the remaining Terms of Business.

### **34. Waiver**

Your rights and our rights under these Terms of Business may be waived if specifically agreed in writing by you and us but not otherwise.

### **35. Conflicts Of Interest**

Occasions can arise where we, or one of our associated companies, 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 to obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

### **36. Continuous Payment Authority**

Continuous Payment Authority is a recurring payment process where you authorise Thistle Tenant Risks to take money from your bank account or debit or credit card at the renewal of your policy. In authorising Continuous Payment Authority, which you will do by accepting these terms and conditions, you permit us to charge any sums due to your card in order to renew your policy and provide continuous cover. Full details of the amount due will be held within your policy documentation. You may cancel the Continuous Payment Authority at any time by contacting us.