

GENERAL INSURANCE TERMS OF BUSINESS

This document contains important information about how Cotters Insurance Services Limited (Cotters) conducts its General Insurance business. We set out our commitment to you as our client, and the principles we seek to uphold at all times. We are an independent intermediary committed to providing a high standard of professional service. Telephone calls may be recorded and monitored for training purposes to improve the quality of our service. Written records may be retained.

Please read this document carefully. It sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. Receipt of this document constitutes acceptance of our Terms of Business. Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree.

The following areas are covered in detail:

Our Status
Explaining Our Service
Instructions
Payment Methods
Termination
Your Duty To Give Information
Awareness of Policy Terms
Market Security
Client Money
Your Personal Data
Claims
Complaints
Compensation
Governing Law

If you have any queries concerning the information in this document, please contact us on 01604 666777.

OUR STATUS

Cotters Insurance Services Ltd, who also trade as Manufacture, Plastics Manufacturer, Construction Industry, The Business Insurance Specialist, Specialist Property Insure and Printers Insurance of Park House, 4 Sandy Way, Grange Park, Northampton, NN4 5EJ is authorised and regulated by the Financial Services Authority. Our FSA firm reference number is 308455. Our permitted business is advising and arranging general insurance contracts.

You can check this on the FSA's register or by visiting the FSA's website at www.fsa.gov.uk/register or by contacting the FSA on 0845 6061234. The FSA is the independent watchdog that regulates financial services. Please read the following information to decide if our services are right for you.

EXPLAINING OUR SERVICE

In arranging general insurance for our customers, we act on your behalf as an independent intermediary.

Our service includes:-

- advising you on your insurance needs.
- arranging your insurance cover with insurers to meet your requirements.
- helping you with any ongoing changes you have to make.
- Special arrangements for claims handling.

We will advise and make a recommendation for you after we have assessed your needs. This will include the type of cover you seek together with the costs. We only offer products from Aviva Group for Pure Protection insurance. We offer products from a limited number of insurers for Caravans, Credit Insurance, Legal Expenses, Marine Cargo, Motor Breakdown, Pets, Pleasure Craft and Private Medical. The list of these insurers is available on request. We offer products from a range of insurers for all other types of general insurance.

To access the insurance products that most suits your needs, we may use another intermediary to help place your business.

INSTRUCTIONS

We would ask that instructions be given to us in writing (by letter, by fax or by email) in order to avoid any misunderstandings about the cover requested. In urgent cases we will of course accept verbal instructions, but we will request that they be confirmed in writing immediately.

PAYMENT METHODS

We require full payment or payment on agreed terms within 14 days of policy inception, renewal date or the date of adjustment. We normally accept payment by cheque or credit card. Alternatively instalment facilities may be available. We will give you full information about your payment options when we discuss your insurance in detail. Policy documentation will not be released until the full premium has been paid or a method of payment has been agreed.

Settlement Terms

We will be responsible for issuing invoices for all new and renewal premiums and mid-term adjustments as soon as practical after inception, renewal or adjustment. We will remit premiums to insurers in accordance with our agreed terms of trade.

You will be responsible for paying promptly all of our invoices for premiums, fees and tax to enable us to make the necessary payments to insurers.

If payment is not received within the agreed period Cotters reserve the right to instruct cancellation of the insurance.

For the avoidance of doubt we have no obligation to fund any premiums, fees and taxes on your behalf and have no responsibility for any loss which you may suffer as a result of insurers cancelling the policy or taking any other prejudicial steps as a result of the late payment of such terms, if delays are attributable to you.

In some circumstances Insurers may require payment of premium by a certain date. We must stress that breach of this requirement may enable Insurers to void the policy from inception. You agree that the settlement of premiums in good time is your responsibility.

Costs and Remuneration

We will be remunerated for arranging this insurance in the form of commission paid to us by the insurers or a fee or a combination of both.

In addition, we will also be entitled to benefit from earnings which we are able to generate due to the value of our account placed with certain markets and its underwriting performance which are not identifiable to specific policies.

A fee will be charged to commercial customers which will be based on the individual circumstances of the case. The breakdown of the fee to be charged will be provided in writing to the commercial customer prior to making a commitment and detailed as a separate item in the relevant correspondence if the case goes ahead.

Normally for consumers we charge an administration fee of up to £100 for arranging your general insurance and an administration fee of up to £100 for renewals.

We reserve the right to charge for policy amendments, claims handling or cancellations.

Return premiums due to you will be payable net of refundable commission payable to the insurers and, subject to your agreement, may be held to your credit, against future premiums payable under any policy effected via our company.

Prior to the conclusion of each insurance contract, or upon renewal, you have the right to be advised of the level of commission which we receive. 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.

TERMINATION

Cancellation Rights – A consumer has the right to cancel a general insurance contract within 14 days and for a Pure Protection contract within 30 days of receiving the contractual terms and conditions. In the event of cancellation, insurers may return a pro-rata premium to us based on the time on risk.

Our services may be terminated for any reason either by you or us giving notice in writing to the other.

In the event of cancellation by you other than the expiry of the relevant policy period or at renewal, we will be entitled to pay policy refunds net of any commission and charges levied by Cotters for arranging this insurance policy, only after Insurers have confirmed cancellation in writing.

In the event of cancellation due to non-payment, default, non-compliance of the policy terms and conditions or failure to return requested documentation, a time on risk charge will be levied in accordance with the endorsement issued by the Insurer and Cotters Professional Fee charged for arranging the insurances.

YOUR DUTY TO GIVE INFORMATION

It is your responsibility to provide complete and accurate information to Insurers when you take out an insurance policy, throughout the life of your policy and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, statements of fact, claim forms and other documents are full and accurate. Please note that if you fail to disclose any material information to your Insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

Information is material if: it would influence the Insurer in estimating the risk, or if it would affect the judgement of the Insurer in that the misrepresentation/non disclosure induced them to enter into the contract of insurance on the relevant terms. **Please discuss with us if you have any doubts about what is material or otherwise.**

AWARENESS OF POLICY TERMS

When any policy documentation is issued you are strongly advised to read it carefully, as this forms the basis of the insurance contract you have purchased. Insurance policies contain standard conditions, which need to be observed and it should be remembered that in addition to conditions stated in the policy there are also implied conditions. For example, it is the duty of the insured to make best efforts to minimise a claim.

Warranties are particularly important conditions, which must be complied with at all times as failure to do so may cause the insurers to void the contract and decline any claim.
If you have any doubts regarding the policy terms and conditions, please seek our advice promptly.

MARKET SECURITY

We utilise both United Kingdom and overseas Insurers to obtain the best terms and conditions available to clients.

However the levels of regulation vary in each jurisdiction and if non-EU or non-UK Insurers participate in insurance contracts, the future ability of an insured to issue legal proceedings and/or execute judgement may also vary.

In selecting security a wide variety of factors including financial statements of the Insurer in question are taken into account. However we cannot guarantee the future ability of any Insurer to meet policyholder obligations and therefore the final decision of the suitability of any Insurer rests with you the client. If you have any concerns about the security offered, please contact us immediately.

CLIENT MONEY

Client money is money that we receive and hold in the course of carrying on insurance mediation on behalf of our clients or which we treat as client money in accordance with the client money rules.

Client money is held subject to a statutory trust.

Client money will be held on behalf of an insurer or underwriter in accordance with a written terms of business agreement. This means that premiums are treated as being received by the insurer.

You will be notified if this is not the case.

We may transfer client money to another firm, such as another broker or settlement agent, for the purpose of effecting a transaction on your behalf through that firm.

Interest on Client Money

Interest earned on client money held by us for all customers will be retained by us for our own use, rather than paid by you.

YOUR PERSONAL DATA

You have a right of access, under the Data Protection Act 1998, to your personal data held by us on our computer and paper records. A fee may be payable by you should you wish to access these records but full details will be given upon request.

We will treat all your personal information as private and confidential (even when you are no longer our customer) and only retain it for as long as necessary to meet regulatory or legal requirements. We will not disclose anything to anyone concerning your personal data, except where:

- we are legally compelled to do so,
- there is a duty to the public to disclose,
- our and your interests require disclosure,
- disclosure is made with your consent or at your request.

Telephone calls may be recorded or monitored for training purposes.

CLAIMS

Should an incident occur, we recommend that in the first instance, you contact our Claims Department on 01604 666777.

We will take brief details and advise you of the appropriate course of action. You also have a responsibility to take any necessary action to try and prevent the situation deteriorating.

Most insurers have a 24-hour Claims Helpline, details of which can be found in the policy documentation sent to you. For immediate attention outside our office hours we recommend that you contact the Insurer Helpline.

COMPLAINTS

Our Commitment

Cotters is committed to providing you with a high level of customer service at all times. We regard complaints as a very sensitive area and a key measure of our customer satisfaction. We take all complaints seriously and it is our policy that all complaints are dealt with as quickly and as fairly as possible.

If you wish to register a complaint then please contact the Complaints Officer at Cotters Insurance Services Ltd either in writing or by telephone on 01604 666777.

We will acknowledge your complaint in writing and tell you how we will handle it. If we are unable to settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. A copy of the complaints procedure is available on request.

COMPENSATION

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS 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, without any 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.

GOVERNING LAW

In respect of policies issued in England and Wales these terms and conditions of trading will be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Court of England and Wales. In respect of policies issued in Scotland these terms and conditions of trading will be governed by and construed in accordance with the laws of Scotland and the parties submit to the exclusive jurisdiction of the Courts of Scotland.

COTTERS INSURANCE SERVICES LTD
Authorised and regulated by the Financial Services Authority

CUSTOMER CHARTER

As independent brokers offering products from a wide range of insurers, we aim to exceed our customers' expectations regarding the provision of high quality insurance services.

We will:

- Be committed to achieving and maintaining high standards of service delivery
- Act fairly, reasonably and with integrity when dealing with you
- Avoid conflicts of interest wherever possible and manage them effectively when they arise
- Handle complaints fairly and promptly and in accordance with our complaints procedure
- Make sure all information we give you is clear, fair and not misleading
- Regularly monitor our performance against our service standards and we will publish the results regularly
- See all personal callers to the office within 5 minutes
- Promptly answer all incoming calls and return voicemail or answerphone messages by the end of same day
- Deal with all correspondence promptly
- Respond to all incoming enquires within 1 business day
- To provide you with information that is accurate, clear, fair and not misleading to enable you to make an informed decision before purchasing your insurance
- Once instructions have been received we will confirm your insurance arrangements within 1 business day, but we are unable to take any instruction out of office hours
- Acknowledge and initiate new claims within 1 business day
- Make contact with you not less than 21 days prior to your renewal
- Listen to your feedback, whether good or bad which can then be used in shaping the future of the firm.

Our Team can be contacted Monday to Friday between the hours of 8.30am – 5pm excluding bank holidays by telephone on 01604 666777, by fax on 01604 666778 or by email insurance@cotters.co.uk