

GENERAL INSURANCE TERMS OF BUSINESS

THE FINANCIAL SERVICES AUTHORITY

The Financial Services Authority is the independent watchdog that regulates financial services. Cotters Insurance Services Ltd is authorised and regulated by the Financial Services Authority. Our FSA Register number is 308455 and you can check our status at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. Our permitted business includes advising, arranging, dealing in and assisting with the placing and administration of all types of General Insurance policies.

CONFIDENTIALITY AND DATA PROTECTION

We will treat all your personal information as private and confidential to us and anyone else involved in the normal course of arranging and administering your insurance, even when you are no longer a customer. We will not give anyone else any personal information except on your instructions or authority, or where we are required to do so by law, or by virtue of our regulatory requirements. We may use information we hold about you to provide information to you about other products and services, which we feel may be appropriate to you. Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. If you have any queries please write to us at our usual office address.

OUR SERVICE

We are an independent insurance intermediary, who acts on our customers' behalf in arranging insurance we will advise you separately prior to the commencement of each contract if this alters. Our services include: advising you on your insurance needs; arranging your insurance cover with insurers to meet your requirements; and helping you with any ongoing changes you have to make. As part of our service, we will assist you with any claim you need to make and tell you what your responsibilities are in relation to making claims.

If you mislay your policy at any time, we will issue a replacement policy document, if you request it.

Whose products we offer

We usually offer advice from a range of insurers, representing a fair analysis of the market, however, under certain circumstances we may only deal with a limited panel, or single insurer. We will confirm, for each individual policy we provide you with, the basis of our advice. In certain circumstances we will use the services of another intermediary to place your insurance and in these circumstances we will state the name of the intermediary we use and the name of the risk carrier in the form of "underwritten by"

The service we will provide you with

We will advise and make a recommendation for you after we have assessed your demands and needs. Our advice will be confirmed in a demands & needs and suitability statement, giving reasons for our recommendation.

WHAT YOU WILL PAY FOR OUR SERVICES

We usually receive a commission from the insurer with whom we place your business. We also receive commission for arranging finance agreements for the payment of premiums and we may also receive commission or fees for passing introductions to other professionals. In addition, we may charge a fee 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 cover is issued.

For consumers we may charge an administration fee of up to £100 for arranging or renewing your general insurance, and this will be advised to you before any commitment to purchase a policy is made. Consumer policies cancelled during the 'Right to Cancel' period will be subject to an administration charge of £25, in addition to the premium charged by the insurer for the period of cover provided.

A fee will be charged to commercial customers that 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 cover is issued.

The specific charge and purpose of any additional charges will always be advised to you in advance.

Prior to the conclusion of each insurance contract, or upon renewal, we will remind commercial policyholders of their right to be advised 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.

Return premiums, for all customers, will be refunded to you net of our commission

WHAT TO DO IF YOU HAVE A COMPLAINT

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact us by writing to the Complaints Officer, Cotters Insurance Services Ltd, Park House, 4 Sandy Way, Grange Park, Northampton, NN4 5EJ or Telephone 01604 666777.

We will provide you with a copy of our full complaints procedure and respond to you promptly, and always within 5 working days. We will aim to make a final response to you within eight weeks, or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded in writing, and will track the progress of the complaint and responses of that party.

After our final response has been issued, if you still cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion. The FOS Consumer Helpline is on **0845 080 1800** and their address is Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

YOUR RIGHT TO CANCEL (APPLICABLE TO CONSUMERS ONLY)

You have a legal right to cancel your policy for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge will apply for the period of cover provided and, in addition, we make an administration charge as detailed above. If you wish to cancel a policy you must advise us in writing, prior to expiry of the 14-day cancellation period, to our usual office address.

ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?

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. Full details and further information are available from the FSCS. The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms, like us. The FSCS can pay compensation if an authorised firm is unable or likely to be unable to pay claims against it, usually because it has gone out of business or is insolvent. Insurance advising and arranging is covered for 90% of the claim, without an upper limit. For compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

PAYMENT OPTIONS

We normally accept payment by cheque or the following credit/debit cards – Visa, MasterCard, and Maestro. You may be able to spread your payments through insurers' instalment schemes or a credit scheme, which we have arranged with an established insurance premium finance provider. We will give you full information about your payment options and the appropriate finance agreement when we discuss your insurance in detail. **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.**

LANGUAGE USED

The English language will be used for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

APPLICABLE LAW

This Terms of Business is subject to English Law and the jurisdiction of the English Courts.

INFORMATION ON TREATMENT OF PAYMENTS MADE TO US

Under the terms of our agreements with the Insurance companies with whom we place business, we normally receive premiums you pay to us as Agent of the Insurer. In certain circumstances you may have the additional protection of insurance companies accepting that monies paid to us are treated as being received by them (Risk Transfer) Please ask for details. All insurance premiums you pay to us are protected in a Statutory Trust Client Account until we pay insurers. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance. In arranging your insurance we may employ the services of other intermediaries who are regulated by the FSA and your premium may be passed to these intermediaries for payment to insurers.

YOUR DUTY TO GIVE INFORMATION

It is your responsibility to provide complete and accurate information to insurers when you take out your 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 information or change in circumstances to your insurers which could influence the cost, or their decision to accept your insurance, this could invalidate your insurance cover, and could mean that part or all of a claim may be not be paid.

OUR 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
- 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 the same day
- Deal with all correspondence promptly
- Respond to all incoming enquiries within 1 business day
- Make sure all information we give you is 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 instructions out of office hours
- Acknowledge and initiate new claims within 1 business day
- Make contact with you not less than 21 days prior to 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 8.30 am – 5.00 pm excluding bank holidays by telephone on 01604 666777, by fax on 01604 666778 or by email insurance@cotters.co.uk.