

Terms Of Business Applying to General Insurance Customers
PLEASE READ THIS DOCUMENT CAREFULLY

Our Status

The Financial Conduct Authority regulates sales, advisory and service standards, to make sure that general insurance clients are treated fairly. Frank Pickles (Insurance Brokers) Ltd are an Independent Insurance Intermediary and are authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registered number is 305297. Details of our firm can be checked on the FCA Register on www.fca.org.uk/register or by telephone on 0800 111 6768.

Definitions

The FCA rules classify customers into two types, namely:

- Retail, defined as an individual who is acting for purposes which are outside his trade, business or profession (that is mainly personal insurances); or
- Commercial, defined as a customer who is not a retail customer (That is taking out insurance to protect a business.) Some of the FCA rules vary, dependent on whether you are a retail or commercial customer. Where such variations affect this Terms of Business, they have been clearly highlighted in the paragraph headings.

Our service includes:

- Arranging your insurance cover with insurers
- Providing information about a policy
- Helping you with any ongoing changes you have to make
- Issuing policies

Whose products do we offer

We offer some products from a range of insurers and other products using only one insurer.

Transparency - You will receive information about any fees we receive relating to the product you are being offered. Our remuneration will either be a fee as agreed with you or commission which is a percentage of the premium paid by you, or a combination of both where appropriate. This will include commission, fees, over-rider agreements, profit share arrangements and any volume business deals that your policy may contribute towards. Brokerage/fees are for the policy period and we will retain all brokerage/fees in relation to policies we've placed.

We are committed to ensuring complete transparency of our remuneration and we will, at your request, fully disclose our remuneration

Charges/Fees (refer also to the Insurer cancellation charges in the policy booklet)

Frank Pickles (Insurance Brokers) Ltd is normally paid a commission by an insurance provider for arranging a policy. In addition to the premiums charged by insurers, we normally make the following charges to cover the administration of your insurance. These charges are non refundable:

- New policies – up to £20
- Renewals – up to £20
- Mid-term adjustments/Temporary Change - £15
- Cancellation - £50

Cancellations and Refunds:

Your insurer gives you the right to cancel the contract within 14 days of inception (i.e. cooling off period). In these circumstances we will charge £15 to cover our administrative costs. In addition, some insurers will also make a nominal administration charge. Insurers reclaim commission paid to us when you cancel a policy mid-term. As a consequence, we will make a deduction to the value of the commission reclaimed from any return premium to be paid to you, subject to a minimum charge of £50. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £15.

Please note certain policies are non refundable i.e. there is no refund following cancellation. These are:

Legal Protection

Breakdown Cover

Some property and liability policies

We will advise you if this applies to your policy if the policy type is not listed above

Other Payments

We can offer the facility for you to pay your premium by instalments through Close Premium Finance. Frank Pickles (Insurance Brokers) Ltd receives commission from this. Please be aware that this is a loan taken out with a finance company and should you cancel your policy and your return premium is not enough to clear your outstanding loan, you will be liable for the outstanding amount. A month's instalment DOES NOT equate to a month's insurance cover.

Payment Terms

Our payment terms are as follows (unless otherwise agreed by us in writing). New policies require immediate payment on or before the inception date of the policy. Alterations to existing policies, immediate payment on or before the effective date of the change. Renewals due in full before the renewal date.

Claims handling & notification:

Frank Pickles (Insurance Brokers) Ltd does not have a delegated authority to pay claims and in the event of a claim acts for the insured. We will assist you in making that claim and pass details onto the insurer.

If you are involved in an accident or have occasion to claim on your policy for any other reason you must notify us immediately using our details given above/below, and we will promptly advise you and, if appropriate, issue you with a claim form and pass all details to your insurer. Alternatively, your policy document may include details on whom to contact and what information is needed in order to make a claim. You should not admit any liability nor agree to any course of action, other than emergency measures carried out to minimise the loss, until you have agreement from your insurer.

MID Disclaimer - If your policy requires you to populate & update the Motor Insurance Database, it is entirely your responsibility to ensure this is done even if you request us or your Insurer to do this on your behalf. We are unable to accept responsibility if you fail in your obligations to ensure the MID is correct as per current legislation.

Duty to Disclose - You are obliged to ensure that the Insurer is provided with full and accurate material facts about your risk, now and throughout the lifetime of your policy. A material fact is anything that may influence an Insurers judgement in their assessment of your policy, **and should include all incidents/losses that you have dealt with yourself without involving an Insurer.** A material fact could include changes to your business activity, criminal convictions or any financial issues such as potential bankruptcies or CCJ's. If you are unsure as to whether a fact is material, we recommend that it be disclosed. Failure to disclose may entitle the Insurers to refuse to pay part or all of any subsequent claims.

Misrepresentations Act (Consumers only)

Definition of a Consumer: A policyholder acting for purposes outside his trade, business or profession.

Definition of a Non Consumer: A policyholder acting for purposes within his/her trade, business or profession.

You are respectfully reminded of your duty to take reasonable care not to make a misrepresentation in any information that is provided by you to insurers and to answer all questions asked by insurers honestly. Under the Consumer Insurance (Disclosure and Representations) Act 2012, a misrepresentation may amount to a failure to comply with a request from an insurer for confirmation, or amendment, of details previously provided by you. Please be aware that the duty to take care not to make a misrepresentation exists not just prior to any placement being effected but also at any subsequent renewal and any variation of the contract terms during the period of insurance. In the event of a deliberate or reckless misrepresentation, insurers may avoid the contract. Under the Consumer Insurance (Disclosure and Representations) Act 2012, a deliberate or reckless misrepresentation is a misrepresentation where you know it to be untrue or misleading (or do not care either way) and that you know (or do not care) that the matter to which it relates is relevant to insurers. Insurers may also avoid the contract where a careless misrepresentation has been made. A careless misrepresentation is a misrepresentation that is either deliberate or reckless. In such instances, if insurers would not have entered into the contract had the careless misrepresentation not been made, then insurers may be entitled to avoid the contract. However, if insurers would have imposed different terms had the careless misrepresentation not been made, then insurers may be entitled to treat the contract as if those terms applied.

Security - We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

Complaints Procedure

If you have a complaint concerning the service you receive from us please write to Frank Pickles (Insurance Brokers) Ltd, 33/35 Cross Green, Otley, LS21 1HD or by telephone: 01943 850123. Complaints we cannot settle may be referred to the Financial Ombudsman Service (FOS), subject to eligibility (see below).

You can get further details by accessing the FOS consumer leaflet by clicking [here](#).

Compensation Arrangements

If you make a valid claim against Frank Pickles (Insurance Brokers) Ltd in respect of the insurance we arrange for you and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Conduct Compensation Scheme (FSCS). This depends on the type of business and the circumstances of the claim (see below).

Insurance arranging and advising is covered for 100% of the first £2000 and then 90% of the remainder 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 arrangements is available from the Financial Conduct Compensation Scheme (FSCS) and the Financial Conduct Authority.

Full details and further information on the scheme are available by downloading the [Protecting your Money FSCS Leaflet](#) (PDF).

Credit Checks - To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether or not your applications proceed.

As well as these searches they or us may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not your applications proceed.

Unless you contact us to confirm you do not wish us to carry out these searches we will assume your consent has been given and proceed as above.

Holding Money as an Agent of an Insurer (Risk Transfer)

When an insurance intermediary such as Frank Pickles (Insurance Brokers) Ltd acts as agent for an insurer (to receive and handle premiums, claims money and premium refunds) the insurer bears the risk for any losses that may arise from the (albeit unlikely) failure of an intermediary to make a transfer of premiums, claims money or premium refunds. Such failure could occur, for example, because it is lost through either party's insolvency. When the insurer bears the risk for such losses, we and the industry, often refer to this as 'Risk transfer'. Depending on the insurer, Frank Pickles (Insurance Brokers) Ltd may act as their agent for the purpose of receiving and holding premiums (i.e. we have the authority to commit the insurer to risk) In theory, clients should be adequately protected because money (i.e. premiums) will be treated as being received by the insurer when we actually receive them. Claims money and premium refunds will only be treated as received by you when they are actually paid over to you.

Claims - You must notify us as soon as possible of a claim and circumstances which may give rise to a claim. In the event of a claim you should contact this office and we will promptly advise you and if appropriate, issue you with a claim form and pass all details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. In the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

Payment of Interest on Client money Accounts

On monies pending in the client trust account Frank Pickles (Insurance Brokers) Ltd does not expect any interest due to exceed £20 per retail client transaction.

Financial Crime - The National Crime Agency (NCA) requires us to report any suspicious transactions to them, and we may have to obtain evidence of clients identity at the start of a business relationship. We may ask for sight of your passport, utility bill or bank statements. For companies, evidence usually consists of a copy of the Certificate of Incorporation or we may check the Companies House register.

Data Protection

So that we may fully understand your circumstances and requirements, Frank Pickles (Insurance Brokers) Ltd will need to collect information about you which we will hold as Data controllers under the Data Protection Act 1998. Frank Pickles (Insurance Brokers) Ltd will use and disclose the information have about you in the normal course of arranging and administering your insurance.

Our regulator the FCA requires us to keep records of our business transactions for minimum periods of time depending on the transaction type. However, we will not keep records longer than is necessary. Under the Data Protection Act 1998 (DPA 1998), you or your appointed agent, have a right to inspect computer (and certain manual) records relating to yourself and your transactions through ourselves and where appropriate have it corrected or deleted. All such requests for information must be referred to the Data Protection Officer. As we treat all our clients' records as confidential, we reserve the right to give you copies of your records, where in certain circumstances to release the original would compromise other clients' confidentiality or where access to your data is necessary to protect your privacy. You do not have the right to demand access to data for any other purpose.

You agree that Frank Pickles (Insurance Brokers) Ltd may on occasion use your personal details so that we can inform you of other products and services which may be of interest, either by telephone, post, email and text.

If you do not wish to receive such marketing information and contact from us, simply tell us when you next call, or write to us. Please note that by accepting these Terms of Business you specifically agree to information about you being used/disclosed in the manner described.

Note: If you change your mind, in the future, and decide you no longer wish to receive marketing information from us, or for us to disclose information about you to other parties for marketing purposes, simply tell us when you next call, or write to us.

Your consent to these Terms

By accepting these terms of business we assume that you agree to the terms and conditions advised therein. If we receive payment or a completed direct debit mandate from you and have not received correspondence to the contrary, we will take receipt of the payment, or direct debit mandate as further indication of your agreement to these terms. If you are unhappy with any aspect of these terms of business or wish clarification on any aspect please contact us on 01943 850123 or call in to our office to discuss.

This terms of business will come into effect from the date of receipt

Termination of this agreement

Termination is without prejudice to any transactions already initiated, which will be completed according to these terms of business unless otherwise agreed in writing. You may terminate your instructions at any time. We reserve the right to require such termination to be in writing. We may terminate this agreement by giving you a minimum of fourteen days notice. No penalty shall be payable on any termination but we shall be entitled to remuneration for work undertaken prior to such termination. Any such termination shall be subject to completion of any transactions, which are in progress at that time.