

## TERMS OF BUSINESS AGREEMENT

This TOBA sets out our terms and conditions and is effective once it is received by you; and will remain in force until we issue a revised version.

### Information we will need from you

We will ask you a series of questions to establish your demands and needs and it is important that you answer each and every question and provide us with full information. If you are unsure of a question, please ask the advisor to explain what is needed to you. Your answers will form the basis of the insurance contract we arrange for you. It is important that we obtain full details from you in order to prevent an Insurer requiring additional premium or declining your claim.

### Our quotation to you

We will seek quotations from a range of Insurers. Certain products may be offered on behalf of a limited range of Insurers and where this applies, we will provide you with the names of the Insurers if you request them. Other products may be offered on behalf of a single provider who will be named on correspondence and on your documents. Once we have all the relevant information, we will advise you and make a recommendation which is based on your demands and needs and the answers provided by you.

### Premium received from you

All premiums quoted are subject to the current rate of Insurance Premium Tax (ipt) as defined by HM Government.

Premium received from you will be held by us as Agent of the Insurer and our Bank account is designated as per the relevant regulatory rules. We pass premium received from you to the insurer when requested. We earn a commission for arranging your insurance and this goes towards our administration costs.

### Administration Charge

We may include an administration charge as detailed in the table below in relation to transactions arranged for you. You will be advised of the amount we charge at each transaction both verbally and in writing.

Total Premium Size:	Administration Charge:
£0-£79	Up to £10
£80-£199	Up to £15
£200-£399	Up to £20
£400-£999	Up to £35
£1000 - £1499	Up to £40
£1500+	Up to £50
Adjustment Charge	Up to £25

### Cooling off period and Cancellation

Your travel Insurance contains a 14 day 'cooling off period' and we request that you read the policy wording carefully. Provided that no claims have been made; and you have not travelled during this period; a full refund will be provided.

If you cancel your policy after the first 14 days of receipt of your Policy Documents, no refund will be provided.

### **Complaints Procedure**

Should you have cause to complain, please telephone the Office Manager, in order that the matter may be resolved to your satisfaction? In the event that your complaint is not resolved, please write to the Office Manager and we will acknowledge your complaint and advise you of the person who will deal with your complaint. We will send a copy of our complaints procedure which sets out the process and timescales for handling your complaint. If your complaint is not resolved to your satisfaction, we will provide you with a leaflet issued by the Financial Ombudsman Service, which sets out their procedure. Full details are available on their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Consumer vulnerability**

As a regulated firm we are required to make the necessary enquiries to ensure that you are able to meet any payments to the Insurer, finance provider and our administration fee or charges. We are also required to have in place systems and controls and disclosure information which ensures that you are receiving the product which best suits your demands and needs and have received a full explanation of each product before you proceed with your purchase. If you require additional information or explanation we ask that you request this when seeking a quotation and / or when purchasing an insurance product from us.

### **Financial Services 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. Full information is available on the FSCS site [www.fscs.org.uk](http://www.fscs.org.uk)

### **Financial Crime**

We must emphasise that we as a regulated firm are required to comply with our responsibilities in relation to financial crime, which includes, but it not limited to Money Laundering, The Bribery Act 2000, Financial Sanctions, and the Data Protection Act 1998.

The current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List, as part of the information gathering process. We are obliged to report to the Serious Organised Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

### **Confidentiality and Data Protection**

We will treat all customers' information in a confidential manner and will ask you a set of questions to ensure that we are speaking to the policyholder only. We are not authorised to speak to another person in relation to your insurance and will decline any request for information or to make alterations to your policy unless we have a legal mandate to do so. Your details will be held in compliance with the Data Protection rules. Details of any credit or debit card used in connection with the arrangement of your insurance will not be held by us on computer or file, and will not be passed to a third party.

### **Law**

This agreement shall be governed by the Laws of England, Wales and Scotland and the parties agree herewith that any dispute arising shall be subject to the (non) exclusive jurisdiction of the relevant Court.

### **Claims**

If you have occasion to claim on your policy, you must notify us immediately. We will in turn advise you how to proceed. You should not agree to any course of action other than emergency treatment until you have agreement from your Insurer.