

Longmynd Insurance

First Floor, 19 High Street, Church Stretton, Shropshire, SY6 6BX

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Email enquiries@longmyndinsurance.co.uk

TERMS OF BUSINESS

The Financial Services Authority Longmynd Insurance is authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 300840. Our permitted business is *advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts.*

You may check this on the FSA's register by visiting the FSA website, www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Our Service Our role is to advise you and make a suitable recommendation after we have assessed your needs. We will assist you with any amendments to the cover and make sure as far as possible that the products and services we offer match your requirements. If we cannot match your requirements we will explain in detail so that you can make a decision about your insurance cover. We will explain the main features of the products including any significant or unusual terms or obligations including the period of cover. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

We select both commercial and personal insurance from a range of Insurers but for certain products we may only deal with a single insurer or select from a limited number of insurers. For Farm Insurance we deal with one single Insurer.

Complaints and compensation We aim to provide you with a high level of customer service at all times, but if you are not satisfied, contact

Jeanette Fox @Longmynd Insurance

First Floor, 19 High Street, Church Stretton, Shropshire, SY6 6BX

Or phone. 01694 723020

We will acknowledge your complaint within 5 working days. If our investigations take longer, we will provide a full response within 20 working days or explain our position and provide timescales for a full response. If we receive a complaint that does not relate to our service we will wherever possible provide you with details of how your complaint should be redirected. If you are still not satisfied, you may refer the matter to the Financial Ombudsman Service (except in the case of commercial customers with a group annual turnover of £1m or more, or trustees with a net asset value of £1m or more).

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance, size of the business (if a commercial customer) and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

By making a complaint you do not prejudice your rights to any legal proceedings.

Payment for our services We normally receive commission from the insurers or product providers. In certain circumstances charges for handling your insurances may be made subject to full disclosure before commencement of cover.

You will receive a quotation which will tell you the total price to be paid, showing any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

On return premiums (usually arising if an insurance risk is reduced or a policy cancelled) we repay commission on the amount to your Insurer and this will be deducted from the final amount due to you

We normally accept payment by cheque, cash or card (A charge of £2.00 applies to credit card payments). Subject to status you may be able to spread your payments through insurer instalment schemes or a facility we have arranged ourselves through a finance Company. Full details of payment options will be discussed prior to commencement of cover.

Terms of payment are as follows: -New business – immediate payment prior to inception date unless agreed /Alterations – immediate payment on effective date of the policy unless otherwise agreed/Renewals – due in full by renewal date. If instructions are not received to lapse a policy before renewal you may be liable for the premium due.

If payment is not received we will take all steps necessary to mitigate our position including cancellation of a policy. This could invalidate your insurance cover and result in claims not being paid. We may keep certain documents, such as your insurance policy documents or certificate, while we are waiting for full payment.

In order to offer credit facilities we are registered under the Consumer Credit Act and our Licence number is 264389.

Claims Handling arrangements We will employ due care and skill as we act on your behalf in respect of a claim.

Client Money and/or Insurer Money. Our Financial arrangements with most insurance companies are on a Risk Transfer basis, which means that we hold premiums and refunds due to clients on behalf of the insurance undertaking concerned and under a risk transfer agreement. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged. You will be notified if risk transfer does not apply and such monies will then be held by us in a non-statutory client trust account pending payment. The establishment of the non-statutory trust follows the rules which the FSA introduced to protect money held by authorised intermediaries. However you should be aware that under the non-statutory trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a non-statutory client trust account you should advise us immediately. Otherwise your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a non-statutory client trust account

Cancellation of Insurances You should make any request for the cancellation of a policy in writing and any relevant certificate of Insurance should be returned to us or to the insurer concerned. We will refund any return premium due (after deduction of the commission and our charge if applicable) The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation.

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

Termination of authority You may terminate our authority to act on your behalf with 14 days notice or as otherwise agreed without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. 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 will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

Your responsibilities You are responsible for providing complete and accurate information, which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy and at renewal, but it also applies throughout the life of a policy. If you fail to disclose any material fact or other information material to the insurance this could invalidate the policy and mean that claims may not be paid. You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information. You should check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

You should read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention should be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

You should take note of the required procedures in the event of a claim, which will be stated in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances that might lead to a claim; therefore it is essential you notify us immediately of all incidents that might arise to a claim. We will forward any payments received from insurers in respect of any claim, to you, without delay.

You should inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

Confidentiality of personal data All personal information is treated by us as confidential and is processed in accordance with the relevant legislation. We will not use or disclose personal information without your consent, other than in the normal course of arranging and administering your insurances, except where we are compelled by law (including by regulators or law enforcement agencies) to disclose such information. In such instances personal information held by us may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to such third parties.

Version 01/07/05