

## Terms of Business Agreement

### The Financial Conduct Authority

The Financial Conduct Authority is the independent watchdog that regulates financial services. Invicta Insurance Services Limited t/a Barraclough & Partners is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 312838 and you can check our status at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA 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 and the General Data Protection Regulation 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.

### Credit Reference Agencies

To ensure that you get the best offer from insurers 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 organisation. Their search will appear on your credit report whether or not your applications proceed.

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

### 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.

There may be an occasion where we do not offer any advice as to the suitability of the contract for your needs and in these circumstances; we will confirm this to you in writing. 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 statement. In respect of Legal Expenses/Motor Breakdown policies you will not receive advice or a recommendation from us and you will then need to make your own choice about how to proceed.

### What you will pay for our services

We usually receive a commission from the insurance provider with whom we place your business, and in such a case, the commission will be due to us either when we are in receipt of cleared funds from yourself (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurance provider will determine which of the two methods above is used to make this transfer of commission. We also receive commission for arranging finance agreements for the payment of insurance premiums and this is usually expressed as a percentage of the individual loan and is paid to us directly by the premium finance provider. We may also receive a commission or fee for passing introductions to other professional firms.

In addition, we normally make the following charges to cover the administration of your insurance:

We presently charge £3.00 for any travel policies issued under £25.00 and £5.00 for all policies over £25.00.

We will charge a £19.75 administration fee when processing mid-term changes to your policy.

Consumer policies cancelled during the 'Right to Cancel' period will be subject to an administration charge of £19.75, in addition to the premium charged by the insurer for the period of cover provided.

Net refunds under £25.00 will not be returned. Please note mid-term cancellations and other refunds are NET of commission. We may, in addition, charge a £19.75 administration fee.

Occasionally we may arrange a policy on which we earn no commission (a 'net-premium policy') and in these cases we will advise you of the arrangement fee before you take the policy out. Specific charges, which apply to individual policies, will be advised to you prior to the commencement of each contract applicable to that policy.

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.

In the event of outstanding money being unpaid, we retain the right to pass any outstanding balance to a debt recovery agency to collect on our behalf who will incur their own costs onto the debt.

### 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 Office Manager, 11 Park Street, Deal, Kent CT14 6AG, or, **by phone** 01304 375327..

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 make a final response to you within eight weeks. 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, or if this cannot be issued within eight weeks or 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 **0800 023 4567** (free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** (free for mobile-phone users paying monthly charge for calls to No's starting 01 or 020) and their address is:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

**A full copy of our complaints procedure is available on request.**

### 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 may accept payment by cash, cheque or Credit Card, with the exception of American Express. 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 that we only use Premium Credit for the provision of premium finance facilities and we may receive a commission for arranging your premium finance which we will disclose upon request.*

**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.**

In the event that your policy is cancelled, either at your request or by us, and there is a difference in the amount paid on finance and the Return Premium issued by your Insurers, you are liable for the payment of the difference.

### 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 how we treat Payments You make 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. You 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. 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.**