## TERMS OF BUSINESS

Status Steadfast Insurance Brokers Limited are authorised and regulated by the Financial Services Authority (FSA) to sell general insurance products. The FSA are the Independent Watchdog who regulates financial services. Our FSA register number is 304384 and you can check the above on the Financial Services Authority's register by visiting their website www.fsa.gov.uk/pages/register, or by contacting them on 0845 606 1234. Our Consumer Credit License Number is 003596. The FSA requires us to give you this document to enable you to decide whether our services are right for you. Our Permitted Business is: -

- Advising customers on Non-Investment Insurance Contracts including recommending a specific insurance policy.
- Arranging(bringing about) cover in Non-Investment Insurance Contracts This covers a range of activities including introducing a customer to an insurer, helping a customer to complete a proposal form and sending this to an insurer.
- Making arrangements with a view to transactions in Non-Investment Insurance Contracts This includes helping a potential policyholder to complete a proposal form or introducing a customer to another intermediary, either for advice or help to arrange an insurance policy.
- Dealing as an agent in Non-Investment Insurance Contracts This includes entering into a contract of insurance with a customer on behalf of an insurer (for example, issuing a cover note).
- Assisting in the administration and performance of Non-Investment Insurance Contract This includes notifying an insurer and negotiating settlement on behalf of the customer.

Our Service We act as an Independent Brokers on your behalf and our service includes 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. We will also assist with making a claim under the policy.

Products Which We Offer We sell and advise on a wide range of both personal and commercial insurance products and provide advice or information on the basis below.

Range of Insurers – Fair Analysis of the Market	Limited Number of Insurers			Single Insurers
Car Insurance	Professional	Public Liability	Wedding	Motor Legal
Cal ilisulance	Indemnity	Fublic Liability	Wedding	Cover
Motorcycle	Fleet	Employers' Liability	Minibus	Household Legal Cover
Commercial Vehicle	Surgeries	Contractors All Risks	Travel	_
Household Building Insurance	Shops	Commercial Combined	Engineering	
Household Contents Insurance	Small Craft	Holiday Homes	Caravan	
	Goods in Transit	Hotels & Guest Houses	Office	
	Motor Trade	Restaurants	Unoccupied Property	
	Collectors Car Personal Accident	Breakdown Property Owners	Event Public Houses	

## Treating Customers Fairly Steadfast Insurance Brokers Ltd shall: -

- Always do our best to give our customers what they want and what they have paid for;
- Offer our customers the product most suitable for their needs:
- Show flexibility, empathy and consideration Exhibit clarity in all our customer dealings. towards our customers:
- Tailor our advice to our customers and their knowledge of insurance;
- Do our best to resolve mistakes as quickly as possible

If at any time you feel that you have not been treated fairly please contact us in order that the matter may be addressed

**Awareness of Policy Terms** When a policy is issued, you are strongly advised to read it carefully, as it is that document, the schedule and any certificate that is the basis of the insurance contract you have purchased. If you are in doubt over any of the policy terms and conditions, please seek our advice promptly.

**Cooling off Period** We will give you enough information and help so you can make an informed decision before you make a final commitment to buy your insurance policy. However you will have fourteen days to change your mind and cancel the insurance contract from the date you receive the policy documentation. **NB this only applies to consumers.** 

**Our Charges** In addition to the premiums charged by insurers, we may charge a professional fee to cover the placing and ongoing handling of your insurance. We normally make the following standard charges to cover the administration of your insurance:

**Consumers** For renewal of a policy we charge a fee of £5.00, for Policy Adjustments a £10.00 fee and for cancellation a £25.00 administration fee will be deducted. In the event of cancellation please note that premium for Motor/ Household Expenses Legal Cover, Motor Breakdown Cover and Travel is non refundable outside the Cooling Off Period.

Commercial Clients Details of charges made will be declared in all correspondence with you.

All Clients For return premiums, in respect of reduction in risk we repay commission on the refund to your insurers and this amount will be deducted from the final amount refunded to you. The specific amount and purpose of any additional charges will always be advised to you in advance. The management reserve the right to wave a fee if it is considered inappropriate for the circumstances. Charges do not apply to policies paid under a direct debit arrangement with an Insurance Company, however may apply in the event that the credit is arranged on your behalf with a Third Party Finance Provider. Net refunds of less than £25.00 will not be allowed.

## **Premiums and Financial Aspects**

We can accept payment by the following methods:-

Cash or Guaranteed Cheque made payable to 'Steadfast Insurance Brokers Ltd'

**Credit/ Debit Card** – No Charge is made for payments by debit card. If payment is made by credit card a processing fee of 3% per transaction is made.

**BACS Payment** – Bank: Nat West Bank, Account Name: Steadfast Insurance Brokers Ltd Non Statutory Trust Client Acc, Sort Code: 55-70-23, Account No: 00919640

**Instalments -** 2 Payments – 50% Deposit followed by balance payable within 30 days. Availability is subject to status.

**Monthly Payments by Direct Debit** - Many annual policies can be paid for by direct debit either via the Insurance Companies Instalment Arrangement or our own Third Party Finance Provider. For full details of the terms and conditions and interest charges, please ask. Availability is subject to status. A deposit may be required. Quotations given on request. If you choose to pay by direct debit, you will be provided with a Consumer Credit Agreement to sign and return to us. This agreement will set out your direct debit payments.

To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, your insurers may use public and personal data from a variety of sources, including a credit reference and other organisations. Our search will appear on your credit report whether or not your application proceeds. By agreeing to the terms and conditions you agree to these uses of your information.

Cancellations due to premium instalment default If any credit agreement payment is not met, you acknowledge and agree that we may instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use it to offset any outstanding costs.

**Commission Disclosure – Commercial Customers** 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.

**Client Money General** The FSA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:

- Any premium money it has received from you to the insurer; or
- Any claims or return premium monies that it has received from the insurer to you.

We are governed by the strict rules pertaining to Client Money set down by the FSA. Where we hold monies in a client bank account we may earn interest on monies held, which will be retained by us.

In most circumstances we act as agents for the insurer for the collection of premiums and payments of claims and refund of premiums. This means that premiums are treated as being received by the insurer when received in our bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

We will hold client money separate from our own money with an approved bank, segregated in a client bank account, designated as subject to a Non-Statutory Trust. Under a Non-Statutory Trust we are entitled to use client money to make advances of credit, for example to pay another client's premium before the premium has been received from the other client, and to pay claims and premium refunds to a client before such monies have been received from the insurer. We act as Trustees of our clients' monies and must meet certain legal and regulatory conditions.

Under the terms of our client bank account, which has been set up in accordance with strict rules laid down by the Financial Services Authority, we are required to inform you that we may use your individual premium to settle premiums due, under other policies (including those payable by other clients).

We may transfer client money to another person such as another broker or settlement agent for the purpose of effecting a transaction on your behalf through that person. We do however still remain responsible to you in respect of your money.

**Money Laundering/Proceeds of Crime Act** We are obliged to report to the National Criminal Intelligence Service, any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

**Bribery Act** It is the firm's intention to meet the requirements of the Bribery Act 2010. The firm has appointed Tim Lonsdale with overall responsibility for the prevention of bribery within Steadfast Insurance Brokers Ltd. If at any time you feel that as a firm we have not acted in a way that meets the requirements of the Bribery Act 2010 you should contact us immediately. A copy of our statement on the prevention of bribery is available on request.

**Disclosure** 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. Failure to disclose information pertaining to your insurance or any inaccuracies in information given could result in your insurance being invalid or cover not operating fully. It is important to ensure that all statements you make on proposal forms, statements of facts, claim forms and other documents are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document. You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain an Insurance Certificate. You are advised to keep copies of any correspondence you send to us or direct to your insurer. If you are in any doubt as to whether any information is material you should disclose it.

Claims It is essential that you notify us immediately of all incidents which may result in a claim under your insurance policy whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately. When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurers without delay and in any event within three working days. We will advise you promptly of the insurer's requirements concerning claims, including the provision of information required to establish the nature and extent of loss. You should not admit liability or agree to any course of action (other than emergency measures to minimise your loss) until you have agreement from your insurer. We will forward payments received from insurers, in respect of any claim, to you without delay. We will notify you of any request for information we receive from your insurers.

Claims and Underwriting Register and Motor Insurance Anti-Fraud Register Insurers pass information to the Claims and Underwriting Exchange Register operated by Database Services Ltd and the Motor Insurance Anti-Fraud Register complied by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. Motor Insurance details are also added to the Motor Insurance Database operated by the Motor Insurer's Information Centre (MIIC) which has been formed to help identify uninsured drivers and may be accessed by the police to help confirm who is insured to drive. In the event of an accident this database may be used by insurers, MIIC and the Motor Insurance Bureau to identify relevant policy information. Other insurance related databases might also be added in the future.

**Complaints** It is our intention to provide you with a high level of customer service at all times, however if at any time you are dissatisfied with the service we have provided we have a formal complaints procedure. You should therefore take the following course of action:

- In the first instance you should discuss your complaint with the member of staff with whom you have been dealing.
- If you remain dissatisfied please write to Mr Tim Lonsdale at the address shown over. We will
  acknowledge your complaint within five working days and advise you who is conducting the
  investigation, into the matters which you have raised. We will provide a formal response within 20
  working days from the initial receipt of the complaint. If the complaint cannot be resolved within this
  time scale we will explain why and specify the likely time scales for resolution. A final response will be
  received within 8 weeks
- If we cannot settle your complaint you may be entitled to refer it to the Financial Ombudsman service. We will advise you if you are able to refer any complaint to The Financial Ombudsman.

**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. Non compulsory classes of insurance are covered for 90% of the claim with no upper limit. For compulsory classes of insurance this increases to 100% of the claim, with no upper limit. Further information about the compensation scheme is available from the FSCS.

Confidentiality All personal information about our customers is treated as Private and Confidential. We will only disclose the information we have about private individuals in the normal course of arranging and administering their insurance and will not disclose any information to any other parties without their written consent unless required by law or public interest. In the event that you instruct us to deal with a claim on your behalf, we may pass information to a third party in order to facilitate the progression of the claim, unless otherwise instructed by you. We may use the information we hold about our customers to provide them with information about other products and services, which we feel, may be appropriate to them. Under the Data Protection Act 1988 private customers have the right to see the personal information about them that we hold on our records. If you wish to exercise this right or have any other related queries you should write to Mr Tim Lonsdale at the address detailed over.

**Applicable Law** This Terms of Business document is subject to English Law.