

Trade Direct Insurance Services Ltd

Trade Direct House

Ockford Road

Godalming

GU7 1RH

### **Terms and conditions of business agreement - Consumers**

This document is important and sets out the basis upon which we will carry on our business with you. We are committed to providing a high standard of professional service that meets both industry standards and the requirements of the Financial Services Authority.

The Financial Services Authority (FSA)

The FSA requires us to give you certain information when you become a customer of ours. This document gives some of that information. In addition, other correspondence from us will provide further information that the FSA prescribes in their rules that you need to review, in order to ensure that you are fully aware of how we will deal with you, what services we will provide, and what sort of Policy you have bought. Also contained in this Agreement are our own Terms and Conditions that apply and will govern our relationship. Please read it carefully and we specifically draw your attention to the sections dealing with premium payment terms, your duty of disclosure and those dealing with Client Money as, by accepting these Terms, you are giving your express consent to our actions.

Our Service

Trade Direct Insurance Services Ltd are located at the above address. The firm is

authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 307734 and you can check that we are authorised and regulated by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

We are part of Kerry London Ltd who has its head office at Clare House, Worton Court, Worton Road, Isleworth, Middlesex TW7 6ER, FSA Register number 308255.

In arranging insurance for our customers, we act as an Independent Intermediary. No insurance undertaking owns any part of us or has any voting rights within the firm, nor do we have any interest in any insurer that exceeds 10% of their capital or voting rights.

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 can also assist you with making a claim.

As independent brokers, we use both UK and overseas insurers to obtain the best terms and conditions available for our clients. However, the levels of regulation differ in each jurisdiction and if non-EU or non-UK insurers participate in insurance contracts, your future ability as an insured to issue legal proceedings and/or execute judgment may also vary. In selecting security, a wide variety of factors are taken into account including the financial rating, service, and claims administration of the insurer in question. Even so, we cannot guarantee the future ability of any insurer to meet policyholder obligations and therefore the final decision on the suitability of any insurer rests with you. If you have any concerns about the security offered, please contact us immediately.

To avoid any misunderstandings, please give us your instructions in writing (by letter, email or facsimile). In urgent cases, we will of course accept your verbal instructions, but you should confirm those instructions in writing as soon as possible

For certain classes of insurance, we will ask you to complete a proposal form. As your insurance broker, we are happy to provide you with advice on completing the form, but we cannot complete it on your behalf. Please pay particular attention to your duties of disclosure (see below).

We provide advice that has been based on a fair analysis of a sufficient number of similar contracts available in the market. This applies in all cases unless we advise you to the contrary. However, for motor or household legal expenses policies, and travel insurance we only deal with a limited number of providers. You may ask us for a list of these providers. For scheme policies we only deal with one selected insurance company. You may ask us for the name of the insurer we use.

#### 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. This applies whether a proposal form is required by the insurer or not. The insurer is not required to make enquiries and the onus falls on you to disclose any matter that might be relevant to an insurer in assessing the risk or accepting the risk on particular terms. Failure to disclose any material fact pertaining to your insurance, or any inaccuracies in information given, could result in your insurance policy being invalid or cover not operating fully.

It is important that you ensure all statements you make on any proposal form, claim form, and other documents, are full and accurate. If a Statement of Fact has been completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

Where applicable 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 a Certificate of Motor Insurance. Please note that under the Rehabilitation of Offenders Act 1974 you are not required to disclose convictions regarded as 'Spent'.

Facts that that might be material are those that would affect the insurer's estimate of the risk involved, or if any misrepresentation or non-disclosure of such facts induces the insurer to enter into the insurance contract on particular terms. If you are in any doubt about whether information is material, you should disclose it.

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

#### Confidentiality and data protection

All personal and sensitive information about our customers is treated as private and confidential.

We will use and disclose the information we have about customers in the normal course of arranging and administering their insurances, and will not disclose any information to any other parties without your written consent unless the circumstances are as set out within this document. Unless we are notified of any changes, we shall assume the personal and sensitive data we hold about our customers is correct, and will use it to provide quotations when policies fall due for renewal.

In order to improve further the quality of services we provide to you, we may appoint third parties, from time to time to assist with the processing of non-sensitive personal

data relating to you. In doing so, we complete data processing agreements with such parties to ensure the personal data is properly protected.

By accepting these terms you consent to our undertaking such arrangements and passing on non-sensitive personal data relating to you to such third parties. If this is not acceptable to you please confirm in writing to our office and we will make alternative arrangements.

In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded.

We may pass information about you to credit reference agencies for the purposes of arranging payments by installments, and may also pass to them details of your payment record with us.

We may pass the information you provide us with to other carefully selected third parties and we, or they, may wish to contact you with offers of goods or services which may interest you. If you do NOT want us to pass your details to other third parties for marketing purposes please contact us on 01483 521654 or write to us at Trade Direct Insurance Services Ltd Ockford Mill Ockford Road Godalming Surrey GU7 1RH.

Under the Data Protection Act 1998, individuals have a right to see personal information about them that we hold in our records. A charge may be made for this service. If you wish to exercise this right, or have any other related queries, you should write to us at the above address.

Access to records by a regulator or complaints resolution body

We may have to allow access to your records by a regulator or a complaints resolution body, or their appointees or representatives, who have been appointed to undertake monitoring or investigatory activities. By accepting these Terms and Conditions you agree to us releasing information in these circumstances.

#### Motor and home insurance anti-fraud registers

Insurers share information with each other via the Claims and Underwriting Exchange Register, and the Motor Insurance Anti-Fraud and Theft Register, to aid the prevention of fraudulent claims.

In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim, will be put on the Registers.

#### Motor Insurer Information Centre (MIIC)

Insurers are legally required to provide details of motor insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database (MID), to which the police and other government agencies have access. This helps in handling of claims following accidents and assists in the detection of people who drive uninsured.

#### Use for marketing purposes

We may use information held about you, to provide you with information about other products and services which we, or other selected companies offer, and which we feel may be appropriate to you, by email, telephone, post or other means.

You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us on the above telephone number or write to us at the above address.

## Claims

It is essential that we are notified immediately of any claims, or circumstances, which could give rise to a claim. When you notify us, you must include all material facts concerning the claim. Your policy will describe in detail the procedures and conditions in connection with making a claim and you must comply with any conditions imposed by your insurer.

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay, or direct you to any insurer's claims reporting facility, as appropriate.

Where we handle claims on your behalf we will use our best endeavors when acting on your behalf in relation to a claim, to handle all elements of the claim with due care, skill and diligence.

Where we handle claims on your behalf we will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss.

If there is any conflict of interest, we will only handle a claim on your behalf after we

have disclosed to you all information relevant to that conflict so as to enable you to decide whether to give your informed consent to us acting for you on that claim, and you have given that consent for us to handle the claim. If we cannot resolve the conflict to our satisfaction we may have to decline to act for you on that claim.

We reserve the right to charge a reasonable fee for our claims services if you cease to be our client, but wish us to handle claims on your behalf and we agree to do so.

Settlement of claims may be dependent upon collection of claims monies from insurers. Part payments may be made during the collection process, but we cannot be responsible for the wrongful non-payment or delay by insurers in paying any claim.

#### Complaints

It is our intention to provide you with a high level of customer service at all times. If at any time you are unhappy with our services to you, you should write to the Complaints Manager at Trade Direct Insurance Services Ltd Ockford Mill Ockford Road Godalming Surrey GU7 1RH or telephone 01483 521650 stating that you wish to make a complaint. We are committed to dealing with any complaint swiftly and fairly and have procedures in place to accomplish this. A full copy of these procedures is available on request.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. The Ombudsman is not empowered to review all complaints, so we will tell you, as part of our complaints procedure, whether his service will be available to you and give you details of how to use this service if it is appropriate.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS and 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. You can get more information about compensation arrangements from the FSCS.

Insurance advising is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance (Employers Liability and Third Party Motor insurance), insurance advising and arranging is covered for 100% of the claim, without any upper limit.

#### Premium payment terms

We will notify you of premiums due to insurers by sending you a cover/debit note or invoice once we have finished arranging your insurance. This will normally be sent to you within fourteen days from the start of cover. Premiums are due from the moment the insurance comes into force. So that we can settle your premium to insurers promptly, we ask that you pay the premiums due within the terms specified on the cover/debit note or covering letter - this will normally be immediately.

You are responsible for paying promptly, all of our invoices, premiums, duties, fees etc., to enable us to make the necessary payments to insurers in respect of your insurances. For the avoidance of doubt, we have no obligation to fund any premiums, duties, fees etc. on your behalf, and have no responsibility for any loss that you may suffer as a result of your insurers canceling the policy, or taking any other prejudicial steps as a result of a late payment of such premiums, duties, fees etc. if such delay is substantially attributable to you.

You may be able to spread your payments through an insurers' installment scheme, a credit scheme with a third party finance provider, or a facility we have arranged ourselves. We

will give you full information about your payment options when we discuss your insurance in detail.

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our License Number is 168422.

### Costs, Fees and Commissions

When we arrange your insurance we usually receive commissions from the Insurer with whom that insurance is placed unless we have entered into an arrangement where our services are provided for an agreed fee. This commission varies by both insurer and type of policy.

Where we decide to forgo such commission as is offered and agree a fee with you instead that covers our costs and expenses, we will always advise you of the amount before we put your insurance arrangements into force and before you incur a liability to pay such fees.

They will also be shown on our invoices to you.

With certain insurers and products, the commission obtainable is insufficient to cover our costs and expenses. Where this occurs, we may charge a fee in addition to the commission that we will receive from the Insurer. When we charge fees as outlined in this paragraph we will always advise you of the fee amount before we put your insurance arrangements into force, and before you incur a liability to pay such fees. Fees will be shown as such on our invoices to you.

If another intermediary is involved in your insurance transaction they will usually be remunerated by commission included in the premium you pay unless a fee in respect of their activities has been agreed with you in advance.

We may make a "document charge" that will be shown on our invoice to you, of up to £25.00 per transaction, per policy, in respect of document handling relating to your insurance.

This charge will be applied for new business; renewals; any change to your policy involving an amendment to your premium; and cancellation of any policy (other than at the policy renewal date).

We may also receive remuneration from premium finance and credit reference agencies and from some Insurers with whom we have profit sharing arrangements. Such amounts will solely be for our account.

In the event of cancellation of any insurance contract after inception, Insurers may return a pro rata premium to us. Once our remuneration has been earned at the commencement of the contract, our commission or fees will not usually be returnable. We therefore reserve the right to retain our brokerage or fees in full from any return due to you in such circumstances.

#### Client Money (Statutory Trust Account and Risk Transfer arrangements)

FSA rules require that all Client money received from clients is segregated from Trade Direct Insurance Services Ltd's own money so as to provide safety for the client in the event that Trade Direct Insurance Services Ltd cannot meet its obligations as this money cannot be treated by any creditor of the firm as being our money. Various methods of segregation are allowed and Trade Direct Insurance Services Ltd will operate a Statutory Trust for this purpose.

With certain Insurers we have entered into formal written agreements where those insurers treat money paid to us by clients as having been paid to them directly. In these circumstances, even if we were to default in paying that money to the Insurer, your position is protected as the Insurer treats your premium as having been paid to them once you have made your payment to us. Under these arrangements we are acting as Agent for the Insurer when collecting premiums. Generally these arrangements apply to premium payments

only, but may include return premiums due to you or claims payments due to you. Any money subject to this kind of agreement will still be held in our Statutory Trust account so as to provide further protection until paid to the Insurer.

By accepting these Terms of Business you are giving your express agreement to Trade Direct Insurance Services Ltd to operate its client money arrangements in the way outlined above.

#### Client Money (Interest and other returns)

Trade Direct Insurance Services Ltd holds client money in a Statutory Trust account as permitted by the FSA. When it does so it may receive interest on it's account from it's Bankers based on the amount held from time to time. To avoid the requirement to account to clients for small amounts of interest, and the expense of making these payments which would be disproportionate to the benefit received, this agreement provides that any interest received shall be for Trade Direct Insurance Services Ltd's account, and no client shall have any entitlement to such interest or any part of it.

By accepting these Terms of Business you are giving your express agreement to Trade Direct Insurance Services Ltd to operate its interest policy in the way outlined above.

#### Client Money (Transfer of money to other parties)

On occasions, Trade Direct Insurance Services Ltd may arrange your insurances through another firm of intermediaries rather than directly with an Insurer. This may be because that intermediary has access to markets that may not be available to us directly or because they operate a particular scheme that provides specialist products that you may need. In these circumstances, Trade Direct Insurance Services Ltd may be required under its terms of trade to pass client money to another intermediary rather than directly to

the insurer. Unless a fee arrangement has been agreed, these brokers will usually be paid by commission, which will be included in the premiums charged to you.

By accepting these Terms of Business you agree that, where such situations exist, Trade Direct Insurance Services Ltd has your express agreement to pass client money to other intermediaries rather than directly to the Insurer.

Customer money passed to another person outside the UK

In managing and/or arranging your insurance requirements, we may transfer money that you have paid us, in payment of an insurance premium, to another insurance intermediary or settlement agent operating outside the United Kingdom. You may notify us in writing if you do not wish any particular jurisdiction to apply to you.

We have a duty under FSA Regulations to inform you that the legal and regulatory regime applying to the insurance intermediary may differ from that in the United Kingdom, and consequently if the insurance intermediary fails, the premium may be treated in a different manner from that which would apply if the premium was held by an insurance intermediary in the United Kingdom.

By accepting these Terms of Business and not notifying us that you do not wish this to occur, you agree that, where this situation exists, Trade Direct Insurance Services Ltd has your express agreement to pass client money to another insurer or intermediary outside the United Kingdom.

Unclaimed Client Money

From time to time clients move addresses or for other reasons lose contact with us. Where

this occurs, and a balance is due to a client, we will continue to hold that money as client money for a period of 6 years from the date of the transaction. After that period we will cease to hold that money as client money specifically allocated to the relevant client and may transfer it elsewhere. We will continue to maintain a list of transactions affected and undertake to make good any valid claims occurring after the 6 year period.

#### Quotations

When giving you a quotation, we will have taken due care to ensure its accuracy and, at the time of presenting it to you, we will have a reasonable belief that we can place the insurance at the quoted terms. However, we cannot be held responsible if, for whatever reason, the quoting insurer(s) decides to withdraw his quotation prior to our taking it up on your behalf.

In any event, if the insurance is not taken up within seven days of the date of the quotation, you should check with us that it remains valid.

#### Your compliance with policy terms, conditions and warranties

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If you cannot, please advise us immediately, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

#### Money Laundering and the Proceeds of Crime Act

UK money laundering regulations apply to us. There may be occasions where we may request evidence of the identity of clients which may include sight of official documents and evidence of address. By accepting these Terms of Business you agree to provide such documentation as we may require fulfilling any legal obligations we may have.

#### Governing Law

This Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the English Courts.

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