

# TERMS OF BUSINESS - CONSUMERS

## OUR STATUS

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Chris Knott Insurance Consultants Ltd  
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Hastings  
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Telephone Number: 01424 200477

We are authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA Register at <https://register.fca.org.uk> or by telephoning the FCA on 0800 111 6768 (FCA Register No. 304452). In relation to consumer credit broking we act for a number of lenders.

In arranging insurance for our customers, we act as an Independent Intermediary. Our service includes advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirements, helping you with any ongoing changes you have to make and, in some cases, assisting you with claims.

## DISCLOSURE

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You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

## CONFIDENTIALITY

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All personal information about you is treated as Private and Confidential, even when you are no longer a customer. We will only use and disclose the information we have about you in the normal course of arranging and administering your insurances, and will not disclose any information to any other parties without your prior consent. Under the Data Protection Act 1998, private customers have a right to see 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 us at the above address.

As part of the FCA's duties, we may be asked to provide them with access to our customer records in order that they may carry out a review of our activities.

We and/or the insurers and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify your identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on your behalf. Each of the searches may appear on your credit report whether or not your application proceeds. By agreeing to these terms and conditions you agree to these uses of your information. You also confirm that you have gained the consent of anyone else whose data you have supplied to us.

## BLOCK TRANSFERS

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On occasions it will be necessary for us to transfer blocks of clients from one insurer to another in order to provide competitive terms. We will only do this where it is beneficial for our clients. This document constitutes both your acceptance that we may do this and your prior request for us to do.

## PREMIUMS AND FINANCIAL ASPECTS

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We may keep certain documents, such as your insurance policy documents or Certificate, while we are waiting for full payment of premiums. In these circumstances, we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law.

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your insurance is treated as being paid for), or we hold it in a client bank account on trust for you. We may extend credit to other customers from this account and we may need to transfer your money to another intermediary in some cases. However, your money will be protected at all times because of the requirements of the FCA rules. We also reserve the right to retain interest earned on this account. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this section.

## Charges

We are usually paid commission by your insurers, but sometimes this will be replaced by a Broker Fee where we are not entitled to commission. In addition, we normally make the following administration charges, which will be made clear to you at the time the charge is levied. These are in addition to any charges levied by insurers themselves:

New policies or renewals for consumers	up to £100 maximum
Mid-term adjustments for consumers	up to £50 maximum
Cancellation of policies for consumers (see <b>Return Premiums</b> below)	up to £50 maximum
Issue of duplicate certificates/cover notes for consumers	up to £50 maximum
New policies, renewals or mid-term adjustments for commercial customers	up to £500 maximum
Returned / refer to drawer cheques	£20

**Return Premiums** usually arise if an insurance risk is reduced or policy cancelled). On a return premium we repay commission on the amount to your insurer and this will be deducted from the final amount refunded to you. If a policy is cancelled, we will refund any return premium due (after deduction of the commission and an administration charge as detailed above).

## Other taxes or costs

Other taxes or costs, or both, may exist in relation to the products and services offered by us, which are not paid through, nor imposed by, us.

## Commission

You are entitled, at any time, to request details of any commission we may have received as a result of placing your insurance business.

## YOUR RIGHT OF WITHDRAWAL

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You may have a statutory right to cancel this insurance within a short period. Please refer to your policy summary or policy document for further details. If you cancel you may receive a pro rata refund of premium from the insurer. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

If you wish to cancel outside this period you may not receive a pro rata refund of premium. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

## CLAIMS NOTIFICATION

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If you need to make a claim on your policy you must notify us immediately and we will promptly advise you of the correct procedure.

## COMPLAINTS

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It is our intention to provide you with a high level of customer service at all times. If there are occasions we do not meet these standards, please contact the member of staff you were dealing with, either verbally or in writing. They will take details of your concerns and we will then acknowledge in writing, advising you of who is dealing with the matter. A copy of our full Complaints Handling Procedure is available on request. You may be entitled to refer the matter subsequently to Lloyd's or the Financial Ombudsman Service (FOS). Further information on FOS is available on 0800 023 4567 or at <http://www.financial-ombudsman.org.uk>. In doing so, your legal rights will not be affected.

## COMPENSATION

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We are covered by the Financial Services Compensation Scheme. This means 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. For non-compulsory insurance - Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory insurance - Insurance advising and arranging is covered for 100% of the claim, without any upper limit. The scheme does not apply to consumer credit.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or at <http://www.fscs.org.uk>

## GOVERNING LAW

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