



KENT INSURANCE BROKERS LTD - TERMS OF BUSINESS

The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. It requires us to give you this document. Please use this information to decide if our services are right for you.

Our Service

We are an Independent Insurance Intermediary and we will act on your behalf in arranging your insurance cover to meet with your requirements or where requirements cannot be fully met, provide you with enough information to enable you to make an informed decision. We may also act as agent for the Insurer.

Who regulates us?

Kent Insurance Brokers Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA number is 304529. Our permitted business is advising on, arranging, transacting and administering general insurance contracts. You can check this on the FCA's Register by visiting the FCA's website : www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768.

Information on Costs

We may charge a professional fee to cover the placing and ongoing handling of your insurance. It will be made clear whether this is in addition to or in lieu of any commissions received. At your request we are obliged to advise you of the level of commission we receive from underwriters. You are entitled at any time to request information regarding any commission that we have received as a result of placing your insurance business.

If we no longer act as your broker for a particular policy type, we will not expect to carry out any further work on your behalf as this is the responsibility of your new insurance intermediary or insurer. We do though agree to ensure all documents received at that time from you have been passed to your insurers where appropriate to do so. Any other work required of us is subject to a fee agreed between Ourselves and the Policyholder.

Mid-term adjustments or cancellations:

In the event of an adjustment that results in a return of premium or cancellation mid-term, we will refund the premium due net of our full annual commission or fee and of any administration and cancellation charge made by insurers. This amount will be refunded once funds have been received from your insurers. Where the premium is being paid by instalments we will claim our full commission along with any charge made by the insurers in the calculation of any outstanding monies. In the event of non-payment of premiums we reserve the right to cancel any of the policies in force in the name of that company or person, giving 14 days recorded delivery notice, in order to recover the outstanding debts.

Payment Terms

We accept payment by BACS, CHAPS, cheque, cash or by credit card/debit card, subject to negotiable charges for American Express cards. We require full payment of the premium within 14 days of the date of invoice, unless agreed otherwise in writing. You may be able to spread your payments through a credit scheme and we will give you full information about your payment options and details of the interest payable at the time we provide you with a quotation. Note that instalment company agreements provide the instalment company with full authority to instruct us to cancel policy covers in the event of payment defaults and therefore it is vital you carefully read any instalment agreements prior to agreeing their own terms and conditions.

How we will handle your money

Our client trust bank account has been set up in accordance with strict rules laid down by the Financial Conduct Authority. We are required to inform you that we may use your premium to settle premiums due under other policies including those payable by other clients, as well as retain interest derived from holding your money. In arranging your insurance we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers.

Your Duty to Provide Information (Consumers)

It is your duty to take reasonable care to answer all questions honestly and to the best of your knowledge. If you do not, your insurance policy may be cancelled or treated as if it never existed or your claim may be rejected or not paid in full. It is important that all statements you make on proposal forms 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 of the questions are true and accurate before signing the document. Failure to provide requested information to your insurers could invalidate your insurance cover and mean that part or all of a claim may not be paid.

Fair presentation of risk (Commercial clients)

It is your statutory duty before entering into a contract of insurance, prior to an alteration and at renewal to make a fair presentation of the risk to be insured and to ensure that information is provided in a clear and accessible format. Once we have collated the information about the risk copies of the information will be sent to you for checking. Every material circumstance known to you should be disclosed. We will expect you to make reasonable enquiries and proactively gather information however, where this is not practical you must make us aware, as your broker, that further enquiries are needed to accurately underwrite the risk. Any questions put to you in a proposal form or otherwise must be answered honestly, accurately and in good faith.

Privacy Notice (How information about you will be used)

What Information we collect about you: when you contact us for an insurance quotation we collect the relevant information needed by an insurer to calculate the premium and understand your insurance needs. We collect this information during our meetings and /or telephone conversations with you and through the completion of proposal forms and fact finds.

How your information will be used: The information we collect will be passed to insurers to enable them to calculate a competitive insurance quotation to meet your requirements. In order to obtain the most competitive cover it may be necessary to pass your information to other insurance intermediaries who are authorised and regulated by the Financial Conduct Authority. Information provided by you may be put onto a register of claims and shared with other insurers to prevent fraudulent claims. Should you wish to pay your premium by instalments we may pass your information to a premium finance provider however, this will not be done without discussing payment options with you first. We may share your information with and obtain information about you from credit reference agencies. If you require information about the credit reference agency we have received information from please do not hesitate to contact us. Please note that any searches undertaken prior to you proceeding with your application will be *soft searches* and will not affect your credit rating. We will retain any information we have collected about you for up to 6 years after our professional relationship has terminated however, data held electronically may be retained for longer.

Your rights of access to your data: Under the Data Protection Act you have a right, on payment of a fee of £10, to obtain a copy of the personal information that we hold about you. If you believe that any information held is incorrect or incomplete, you should contact us. Any information that is found to be incorrect or incomplete will be amended promptly.

Marketing: We will not share your information for marketing purposes with any other company without your prior consent. If you need any further information please write to us at: enquiries@kentinsurances.co.uk

Insurance Company Solvency :

We cannot be held liable for the insolvency, receivership or non performance of any insurance company through which your insurances are placed by us.

Claims

As part of our service we can assist you with any claim you need to make. When you first become a customer we will give you details of how you can make a claim and tell you what your responsibilities are in relation to making claims. If you are ever in any doubt as to what action to take in the event of a claim, please read your Policy Document.

Complaints

It is our intention to provide you with a high level of customer service at all times. If you should wish to make a complaint about our service we have a formal complaints procedure. In the first instance you should contact us. Please address your complaint to D Rood, The Complaints Officer, Kent Insurance Brokers Ltd, Nexus House, 19/21 Albion Place, Maidstone ME14 5EG. We shall supply you with a copy of our complaints procedure upon receipt of a complaint or at any time upon request. You will be advised of any redress available to you, should you believe the matter has not been resolved to your satisfaction. If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service (FOS) (www.financial-ombudsman.org.uk). We will advise you if you are able to refer any complaint to the FOS.

Financial Services Compensation Scheme (FSCS) (www.fscs.org.uk)

Our regulated activities are covered by the FSCS. You may be entitled to compensation from the scheme if we or the insurance company cannot meet the obligations required of us. This depends on the type of business and the circumstances of the claim. Please visit the FSCS website for full details of your rights in this regards.

Confidentiality

All personal information about you will be treated as private and confidential. We will only use and disclose information we have about you in the normal course of arranging and administering your insurance. We may pass information about you to credit reference agencies for instalment enquiries and may also pass to them details of your payment record with us. We will not disclose any information to any other parties without your consent, unless required to do so because we are authorized by the FCA, it is in the public interest, or we have to by law. Under the Data Protection Act 1998 you have a right to see personal information about you that we hold in our records. If you do not wish to receive marketing information from us please let us know by contacting us at the address below.



Claims & Underwriting Register, Motor Anti-Fraud Register & Motor Insurance Database

You should be aware that Insurers pass information to the above databases in an effort to combat fraud and to comply with legal obligations under statute.

Applicable Law

This Terms of Business document is subject to English Law.

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