

TERMS OF BUSINESS



Authorised & Regulated by the Financial Services Authority

Gothic Insurance Brokers Ltd.

Gothic House, Station Rd, Old Harlow, Essex, CM17 0AP

Tel – 01279 429024 Fax – 01279 433383

Our Service

In arranging insurance for our clients, we act as an Independent Broker. 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.

Please note our Uninsured Loss Recovery Scheme is not an insurance product and is not covered by the Financial Service Authority (FSA) Regulations. We will give you full details of any such arrangements before you make any commitment on any product we offer you.

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 policy being invalid or cover not operating fully.

It is important that you ensure 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 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 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'.

You are advised to keep copies of any correspondence you sent 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 only use and disclose the information we have about private individuals in the normal course of arranging and administering their insurances, and will not disclose any information to any other parties without their written consent. Unless we are notified of any changes, we shall assume the personal and sensitive data we hold about our customers is correct, and shall use it to provide quotations when policies fall due for renewal.

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

Under the Data Protection Act 1988, private customers have a right to see personal information about them that we hold in their 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 address above.

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.

Motor and Home 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 Insurance Information Centre (MIIC)

Insurers are legally required to provide and maintain details of motor insurance policies to the Motor Insurance Database to which the police and others have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

Use for Marketing Purposes

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

You may exercise your right to stop data being processed for marketing purposes by contacting us at any time please call us on 01279 429024 or write to us at the above address

Claims

We have no authority to handle claims on behalf of insurers. In the event of an incident occurring which may give rise to a claims under you policy, you should notify the insurer direct as soon as possible using the contact details given to you in your policy document

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without delay and, in any event, within three working days.

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

We will advise you promptly of insurers' requirements concerning claims, including the provision of information required to establish the nature and extent of a loss.

If there is any conflict of interest, we shall only handle a claim on your behalf after we have disclosed to you all information you require, to enable you to decide whether to give your informed consent, and you have given that consent for us to handle the claim.

We will forward any 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.

Complaints

It is our intention to provide you with a high level of customer services at all times. If there are occasions when we do not meet your 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 them in writing, advising you of who is dealing with the matter. A copy of our full Complaints Handling Procedures is available on request.

Cancellation Rights (the mediation contract)

The mediation contract is the agreement between you and us for the insurance mediation services that we provide to you in respect of your insurance requirements.

Once you have entered into the Mediation Contract with us, you are entitled to a period of reflection during which you may decide whether to proceed with the purchase of the Mediation Contract. The duration of this cancellation period is 14 days and commences from either:

- the date of conclusion of the Mediation Contract
- the day on which you receive the full terms of the Mediation Contract detailing the full contractual terms, conditions and information of the contract; whichever is later.

To cancel this Mediation Contract within the cancellation period, please write to us at the above address. If you do cancel this Mediation Contract within the cancellation period, you may be charged a proportion of any fees that we have incurred. This Mediation Contract can be cancelled at any time by either party in writing by giving 7 days notice. If you wish to give notice of cancellation, please write to us at the above address. If we wish to cancel this Mediation Contract we shall write to you at the last known address we have for you on our records.

If you decide to cancel the Mediation Contract with us at any time other than during the cancellation period, we will retain in full any fees you have paid.

Premiums and Financial Aspects

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 298131.

We normally accept payment by guaranteed cheque, cash or credit/ debit cards.

You may be able to spread your payments through insurer's instalment schemes or a credit scheme with a third party finance provider. We will give you full information about your payment options when we discuss your insurance in detail.

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.

Risk Transfer

Premiums that we collect from you are held in an insurance broking bank account specifically used for the purpose of holding client premiums. By virtue of agreements we hold insurers, we collect premiums as agent of the insurer. Therefore, once we have collected premiums from you under the terms of our agreements with insurers, those premiums are treated as having been paid to the insurer. We will remit the premiums to insurers, after deduction of our commission, in accordance with the terms of our agreements with insurers.

Client Money Segregation

Premiums that we collect from you are held in a Client Money Bank Account. The client money will be held by us as trustee on your behalf. The Client Money Bank Account is set up as a trust governed by FSA rules. We may agree to extend credit to other customers using client money from the Client Money Bank Account. We shall have in place, and maintain, systems and controls adequate to ensure that we are able to monitor and manage client money transactions and any credit risk arising from the operation of the trust arrangement.

If we become insolvent, the terms of the trust dictate that customers will have a prior claim on the money in the Account according to their respective interests in the client money. The costs relating to distribution of client money may have to be borne by the trust.

Some insurance policies may be arranged through a second intermediary. If this is the case, monies we receive may be passed to another firm, all companies we arrange insurances through will be authorised by the Financial Services Authority.

Charges

As an Independent Intermediary, we are paid commission by your insurance company, details of which are available on request. We also make the following charges to cover the administration of your insurance:

Arranging new policies	£15 (we reserve the right to increase this charge but only to an amount reasonable to the time involved in arranging your policy)
Mid-Term Adjustments	£15
Mid-Term Cancellation	£15
Renewals	£15
Duplicate Documentation	£10

The above fees/charges are NON-refundable. The specific charge and purpose of any additional charges will be advised to you in advance.

Return Premiums (usually arising 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 due to you.

If the policy is cancelled, we will refund any return premium due (after deduction of the commission and our charge).

Quotations

All quotations are subject to change in respect of the amount of premium indicated, and/or the terms and conditions that are applied.

Policy Terms and 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 not, 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.

Renewal Premiums paid by instalments

In good time before the renewal of your policy, we will contact you with the renewal premium and terms for the coming year.

If you have not contacted us before the renewal date, we will renew the policy automatically on your behalf. **If you do NOT wish to renew the policy, please let us know as soon as possible.** We should advise you to cancel your direct debit instruction with your bank prior to the renewal date.

If it is your intention to renew the policy, no action is required by you, and the policy will renew automatically. We will send your new certificate of insurance to you.

Disclosure of Commission

If you would like to know the amount of commission that we are paid in respect of your insurance contract, this information is available on request.

Earning Interest on Customers Premiums

We hold premiums that you pay to us in a Client Money Bank Account. Under FSA Regulations we have to inform you that we may earn interest from the money held in our Client Money Bank Account which may exceed £20 for any one transaction that you make with us. Our policy on the payment of interest is that all interest earned on client money in the Client Money Bank Account becomes the firm's money and will be transferred into the firm's office account. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this section.

Segregation of Investments

We hold premiums that you pay us in a Client Money Bank Account. We may invest these premiums in a range of permitted designated investments as prescribed by FSA Regulations. In the event that there is any shortfall in our client money resource attributable to falls in the market value of any of these permitted designated investments, we shall make provision for, and bear the cost of, any such shortfall.

By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this section.

Governing Law

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

This agreement shall be governed by the laws of Scotland and the Parties agree herewith that any disputes arising out of it shall be subject to the exclusive jurisdiction of the Scottish Courts.

Other Taxes or Costs

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