

## Terms of Business Agreement

Please read this document carefully and retain a copy for your records

### The Financial Services Authority

The Financial Services Authority is the independent watchdog that regulates financial services. **Horbury Financial Services Ltd T/as HFS Insurance Services** is authorised and regulated by the Financial Services Authority. Our FSA Register number is 225007 and you can check our status at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

Our permitted business includes advising, arranging, dealing in and assisting with the placing and administration of **all types of General & Commercial Insurance** policies.

### Confidentiality and Data Protection

We will treat all your personal information as private and confidential to us and anyone else involved in the normal course of arranging and administering your insurance, even when you are no longer a customer. We will not give anyone else any personal information except on your instructions or authority, or where we are required to do so by law, or by virtue of our regulatory requirements. We may use information we hold about you to provide information to you about other products and services, which we feel may be appropriate to you. Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. If you have any queries please write to us at our usual office address.

### Our Service

We are an independent insurance **intermediary**, who acts on our customers' behalf in arranging insurance. Our services include: 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. As part of our service, we will assist you with any claim you need to make and tell you what your responsibilities are in relation to making claims.

If you mislay your policy at any time, we will issue a replacement policy document, if you request it.

### Whose products we offer

We usually offer advice from a wide **range of insurers, representing a fair analysis of the market**, however, under certain circumstances we may only deal with a limited panel, or single insurer. We will confirm, for each individual policy we provide you with, the basis of our advice on our Initial Disclosure Document.

### The service we will provide you with

We will advise and make a recommendation for you after we have assessed your demands and needs. Our advice will be confirmed in a demands & needs and suitability statement, giving reasons for our recommendation. In respect of **Legal Expenses/Motor Breakdown** policies you will not receive advice or a recommendation from us and you will then need to make your own choice about how to proceed.

### What you will pay for our services

We usually receive a commission from the insurer with whom we place your business and, in addition, we normally make the following charges to cover the administration of your insurance:

Arranging new policies	NIL
Mid term adjustments	£15.00
Mid term cancellations and other return premiums are refunded NET of commission. We may, in addition, charge a £15.00 administration fee.	
Renewals	£15.00
Replacement/duplicate certificates or cover notes	£25.00
<b>Payment by Credit Cards</b>	2.5%

Personal lines/Retail policies cancelled during the 'Right to Cancel' period will be subject to an administration charge of £15.00, in addition to the premium charged by the insurer for the period of cover provided.

Occasionally we may arrange a policy on which we earn no commission (a 'net-premium policy') and in these cases we will advise you of the arrangement fee before you take the policy out. Specific charges, which apply to individual policies will be shown on the Initial Disclosure Document applicable to that policy. **The specific charge and purpose of any additional charges will always be advised to you in advance.**

Prior to the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be advised of the level of commission which we receive from underwriters. 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.

### What to do if you have a complaint

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact us **by writing** to Derek Baker, Horbury Financial Services Ltd, 40 Wakefield Road, Ackworth, WF7 7AB or, **by phone** Telephone **01977 617975**

We will provide you with a copy of our full complaints procedure and respond to you **promptly**. We will **keep you informed of the progress of your complaint** and aim to make a final response to you within **eight** weeks, or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded **in writing**, and will track the progress of the complaint and responses of that party.

After our final response has been issued, if you still cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion.

The FOS Consumer Helpline is on **0845 080 1800** and their address is:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

### Your Right to Cancel (Applicable to Personal Lines/Retail customers only)

You have a legal right to cancel your policy for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge will apply for the period of cover provided and, in addition, we make an administration charge as detailed above.

If you wish to cancel a policy you must advise us in writing, prior to expiry of the 14-day cancellation period, to our usual office address.

### Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms, like ourselves. The FSCS can pay compensation if an authorised firm is unable or likely to be unable to pay claims against it, usually because it has gone out of business or is insolvent.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without an upper limit. For compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available from the FSCS.

### Payment Options

We normally accept payment by cash, guaranteed cheque **or the following credit/debit cards – Visa, Mastercard, Maestro**. You may be able to spread your payments through insurers' instalment schemes or a credit scheme, which we have arranged with an established insurance premium finance provider. We will give you full information about your payment options and the appropriate finance agreement when we discuss your insurance in detail.

**Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.**

### Language Used

The English language will be used for all communications, the contractual terms and conditions, and any information we are required to supply to you, before and during the duration of the contract.

### Information on how we treat Payments You make to Us

Under the terms of our agreements with the Insurance companies with whom we place business, we normally receive premiums you pay to us as Agent of the Insurer. All insurance premiums you pay to us are protected in a Non-Statutory Trust Account until we pay insurers. We may use premiums kept in this account to provide credit to our customers, and, as a result we maintain additional capital resources and strict credit-control and monitoring procedures, as required by the FSA. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance.

### Your Duty to Give Information

**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.**

**It is important that you ensure that all statements you make on proposal forms, statements of fact, claim forms and other documents are full and accurate.**

**Please note that if you fail to disclose any information or change in circumstances to your insurers which could influence the cost, or their decision to accept your insurance, this could invalidate your insurance cover, and could mean that part or all of a claim may be not be paid.**

**Declaration**

**Client consent**

I understand and consent to the above terms and I hereby authorise the transfer of information, as described above on a confidential basis when warranted between such third parties. I agree that the Terms of Business will come into effect from the date of issue.

**Please tick this box if you do not consent to us or any company associated with us processing any such sensitive data.**

**Please tick this box if you do not wish for us or any company associated with us to contact you for marketing purposes by e-mail, telephone, post or SMS, please tick this box.**

**I confirm I have received a copy of the firm's Initial Disclosure Document, I have read and understood the terms laid out in this agreement and have chosen for the firms to be remunerated by;**

<b>Customer Name(s)</b>		
<b>Customer signature(s)</b>		
<b>Date of issue</b>		