

## Terms of Business for RK Shipman Ltd

### Law and Language

This Terms of Business is subject to English Law and the jurisdiction of the English Courts. 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.

### The Regulator

RK Shipman of 1 Barnfield Crescent, Exeter EX1 1QY is authorised and regulated by the Financial Conduct Authority.

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services.

The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies.

Our FCA Register number is 143372 and you can check our status and permissions at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0845 606 1234.

### Confidentiality and Data Protection

We will exchange the information that you provide to us with insurance companies and other brokers or agents for the purposes of obtaining quotations and arranging cover, this may result in a credit check to confirm your identity and minimise the risk of fraud. We will treat all information as private and confidential, and in strict accordance with the Data Protection Act 1998 (DPA), even when you are no longer a customer and only share information if we are required to do so by law, or regulation.

We may also share your personal information with other companies within the Shipman Group Ltd.

Under the DPA you have a right to a copy of any personally identifiable information about you that we hold in our records, whether electronically or manually. You can obtain details by writing to Peter Ellis, Managing Director at the usual address.

### Our Service

We are an independent insurance broker, we can act both as agent of the insurer, and on behalf of you the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf. 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. We can also assist you with making a claim.

**IMPORTANT** - to ensure that your insurance is renewed, payment of the premium must be tendered by you before the expiry date of the policy. No days of grace are given, unless specifically arranged and agreed by your insurers.

**Whose products we offer** - We will usually offer advice from a range of insurers, representing a fair analysis of the market, however, under certain circumstances we may only deal with a limited selection of the market, or single insurer. We will confirm, for each individual policy we provide you with, the basis of our advice in our Quotation Letter.

**The service we will provide you with** - After speaking with you, we will advise and make a recommendation to you once we have assessed your demands and needs. Our advice will be confirmed in a demands and suitability statement within our Quotation Letter, giving reasons for our recommendation. However, in the event that we have not been able to speak with you personally, we would not be in a position to have fully assessed your demands and needs, therefore you would have to make your own decision as to whether the product offered is suitable for you (in any event, this would apply to all Legal Expenses products).

### 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 claim under your policy, you should notify the insurer direct as soon as possible using the contact details in your policy document or alternatively contact us. If you notify us of an incident that might give rise to a claim under your policy, we will inform the insurer without delay and use our best endeavours when acting on your behalf in relation to a claim.

### 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 administration of your policy:-

**Arranging New policies - £20.00**

**Mid Term Adjustment - Nil**

**Renewals - £20.00**

**Non Standard policies - up to £50**

**On Park Homes, Static Caravans and Leisure Lodges we do not charge a New Business or Renewal Fee.**

**Mid Term Cancellations** - These are refunded NET of commission. We may in addition charge a £30.00 administration fee.

**Mid Term Changes** - In view of the cost involved with making changes to your policy, we will not issue refunds of less than £10.00

**Methods of Premium Payment:-**

Payment by Credit Card - A charge of 1.5% of the premium

Payment by Debit Card - No charge

Pay via monthly instalments through a Third Party Finance provider - Close Premium Finance, subject to a credit charge advised at the time of quotation

Personal Lines/retail policies cancelled during the "Right to Cancel" period will be subject to an administration charge of £30, in addition to the premium charges by the insurer for the period of cover provided.

### Insurance Premium Tax

Your premium detailed in the policy will include IPT at the prevailing rate. Some policies are subject to Value Added Tax (VAT) not IPT. Should the rate of IPT or VAT be amended by the Government, your premium will be amended by the insurer to reflect the change.

**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 confirmed in our Quotation Letter. The specific charge and purpose of any additional charges will always be advised to you in advance, prior to you taking the policy out. **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 through Insurers and/or Premium Finance providers.**

### Cancellations and Cancellations Rights

Please note the following cancellation conditions with regards to premium refunds:

\* Where there has been a claim submitted during the current period of insurance your insurers are not obliged to allow a refund of premium. Any outstanding premium owed on the policy e.g. outstanding direct debit/standing order payments will become due immediately. Please note that we cannot process your claim until all outstanding monies are settled and cleared in full.

\* Instalment credit charges are non-refundable.

\* Mid term cancellations of a claim free policy will normally attract refunds of premium based on a short period scale that is weighted in favour of your insurers.

\* Holiday and annual travel policies cannot be cancelled mid-term and no premium refund will be allowed.

**Cancellation of your insurance can only be processed upon written confirmation from yourself.**

### Cooling Off Period (Applicable to Customers acting outside their profession (Consumers)).

If we have arranged a private policy for you, notably Home Insurance or Travel Insurance, we have to give you certain information before you make your decision. If we have not given you this information when you buy your insurance (and you have not told us you do not want it), we will allow a "cooling off" period of at least 14 days from the time you receive the information. If you do not want to continue with the insurance, you may cancel your cover within this period and receive some or all your money back from the Insurer (as long as no claims have been made against the policy). To exercise your right to cancel, the intended cover period must exceed 30 days, for Holiday Insurance this would be calculated from the date of issue of the policy (cancellation cover starts at this point) to the last day of your trip. If you decide to exercise your cancellation rights, you should do so by confirming this in writing to us and return the policy and schedule. When we receive your request we will instruct your insurer to cancel the insurance.

### **Block Transfers**

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. On occasions it may be necessary to transfer such blocks from one insurer to another where this is beneficial for our clients.

**This Terms of Business document constitutes both your acceptance that we may do this and your prior request for us to do so.**

### **WARNING - YOUR DUTY TO GIVE INFORMATION**

**Consumers** - When applying for or amending your insurance policy, we/your insurer will ask a number of questions to assess the risk prior to agreeing cover. It is your duty to ensure that you answer all questions honestly & reasonably on order that we/your insurer can be in a position to offer terms which are designed to meet your demands & needs. This is vital & extremely important, for if you fail to tell us or the insurer something when asked, or if you answer carelessly or act deliberately or recklessly in making misrepresentations when answering questions, your policy may leave you with no insurance protection; insurers may not pay a part or all of your claim & may cancel your policy.

**Commercial Customers** - It is important that you understand your duty to provide all materially important information, fully, completely and accurately to us and your insurers not only when you take out your insurance, but also throughout the life of your arrangements, at the annual renewal or at any other time when changes occur. Personal information about you, such as Criminal Convictions (you have a duty to give this information even when the insurance relates to a business and not you) & general information about the risk such as construction of building (e.g. concrete floor, timber frame with brick, stone & slate roof). Failure to disclose information or inaccuracies, could result in your insurance policy being invalid or cover not operating fully.

**All** - You may find it difficult to re-arrange cover because you did not tell an insurer everything when asked, and you will have to disclose this fact when reapplying for insurance. If you are in doubt about whether information is material, you should disclose it. When a policy is issued you are strongly advised to read it carefully, as it is that document, the schedule and Certificate of Insurance which is a legal contract. If you are in doubt as to whether any of the policy terms & conditions or warranties may enable your insurer to terminate your policy from the date of the breach and/or repudiate a claim under your policy, please check with us. If you continue to instruct us we will assume that you have read & understood the warranties & conditions in your policy.

### **What to do if you have a complaint**

We are committed to providing you with an exceptional level of service and customer care. We realise that things do go wrong and there may be occasions where you feel that we have not provided the service you expected.

If you feel you have cause for complaint, please contact us by writing to Jane Ivans, Team Manager, RK Shipman Ltd, 1 Barnfield Crescent, Exeter EX1 1QY or Telephone 0844 846 8298.

We will provide you with a copy of our full complaints procedure and respond to you promptly, and always within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of the position at no later than 4 weeks and a final response no later than 8 weeks.

If you are not happy with our response, or the position after a period of 8 weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) for an independent assessment and opinion.

The FOS Consumer Helpline is on 0800 023 4567 (free for people phoning from a "fixed line" (for example, a landline at home)) or 0300 123 9123 (free for mobile phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9QE. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### **The Financial Services Compensation Scheme (FSCS)**

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. Insurance advising and arranging is covered for 90% of the claim with no upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, with no upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

### **Premium and Financial aspects**

Premiums that we collect from you will be segregated into and held in a Client Money Bank Account which is set up as a trust governed by FCA rules. The client money will be held by us as a trustee on your behalf. This means that once client money is segregated in to the Client Money Bank Account, it falls into our legal ownership but remains in the beneficial ownership of customers whose premiums are deposited into the Account. Under some Terms of Business agreements with Insurers as soon as premiums are paid to us, as Agent of the Insurer, by you, they are treated as if you had paid them direct to the Insurer, thereby providing you with a further financial safeguard. We shall only withdraw commission after we have received the premium from you and in accordance with FCA regulations and agreements that we hold with Insurers.

You may be able to spread your payments through insurers' instalment schemes or a loan agreement with a third party finance provider. We will give you full information about your payment options when we discuss your insurance in details. If you choose to pay your premium by instalments, using a loan agreement, your details will be passed to our third party instalment provider, Close Premium Finance. They will send you a welcome pack detailing their contact details and their full terms and conditions which you must read carefully. You will have the right to withdraw from the loan agreement within 14 days. On renewal of your policy we will continue to pass your details to the third party instalment provider unless you instruct us otherwise. If any payment due in respect of the loan agreement you enter into to pay insurance premiums is not met when presented for payment, or if you end the loan agreement or if you do not enter into a loan agreement we will be informed of such events by the third party instalment provider. If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance (or, if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and collect any refund of premiums which may be made by the insurer and if any money is owed to the third party instalment provider under your loan agreement pay it to them or if the third party instalment provider have debited us with the amount outstanding use it to offset our costs. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need. We may receive commission from Close Premium Finance in respect of your agreement.

In accordance with FCA Regulations, we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you have paid to us, in payment of an insurance premium, to another insurance intermediary. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this section.

We may keep certain documents, such as your insurance policy documents while we are waiting for full payments 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.

### **Credit Searches and Accounting**

In assessing your application for Personal Lines Insurance, to prevent fraud, check your identity and maintain its' policy records, the Insurer may: Search files made available to it by Credit Reference Agencies who may keep a record of that search. The Insurer may also pass to Credit Reference Agencies, information it holds about you and your payment record. The information will be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and tracing debtors. The Insurer may ask Credit Reference Agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and the total score is obtained. Where automatic credit scoring computations are used by the Insurer, acceptance or rejection of your application will not depend only on the results of the credit scoring process. Insurer searches will appear on your credit report whether or not you select a policy from them.

### **How to contact us**

Address: 1 Barnfield Crescent, Exeter, EX1 1QY

Telephone: 0844 846 8298

Website: [www.rkshipman.co.uk](http://www.rkshipman.co.uk)

Email: [info@rkshipman.co.uk](mailto:info@rkshipman.co.uk)

From time to time we may contact you about other services we offer. We may contact you by email, text, phone or mail.