

TERMS OF BUSINESS AGREEMENT - CONSUMER

This document details our services and our arrangements for dealing with your insurance requirements. Please read it carefully and retain for your records.

Governing Law – This and any accompanying document shall be governed by and construed in accordance with English Law and the courts of England shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with them.

Definition – We/Us/Our means Whitefield Insurance Services Ltd, Company Registration Number 5535850 in England & Wales

Status – We are independent Insurance Brokers and are authorised and regulated by the Financial Conduct Authority, 12 Endeavour Square, London, E201JN. Our FCA Registration number is 459837 and you can check our status at www.fca.gov.uk/register or by contacting them on 0800 111 6768.

Treating Customers Fairly – We offer a Professional and Independent service to our customers, ensuring their needs are always paramount.

Complaints & Compensation – If you wish to register a complaint, please contact Stephen Hopwood, Director, in writing at the above address or by phone on 01706 829590. If we cannot settle the complaint satisfactorily you may be entitled to refer it to the Financial Ombudsman Service. Their address is Exchange Tower, London, E14 9SR or Phone 0800 023 4567. If your Complaint relates to a policy sold online or via email you can register the Complaint using the European Online Dispute Resolution platform at <http://ec.europa.eu/consumers/odr/>

Financial Services Compensation Scheme (FSCS) – We are covered by the FSCS. Insurance advising & arranging is covered for 90% of the claim, without any 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 upper limit. Please contact us for details.

Our Service to you and the Products we offer – We are an independent insurance intermediary who acts on our Customers' behalf in arranging insurance for Commercial customers and Consumers. We 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 panel, or single insurer and we will notify you when this applies.

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

Payment Facilities – We normally accept payment by cash, cheque or debit/credit card. We also offer instalment facilities either through the insurers own scheme or using established finance providers, Premium Credit Ltd or Close Premium Finance, however rates and acceptance may be subject to a credit check. Under the terms of our agreements with insurers we normally receive premiums you pay to us as agent of the insurer and are protected in a Statutory Trust Client Account until we pay insurers. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance.

Remuneration – We usually receive a commission from the insurer with whom we place your business and, in addition, we may make a charge of £25 to cover the administration of your insurance for New Business/Renewals and Mid Term Adjustments. Occasionally we may make an arrangement fee on certain policies where commission is reduced or no commission is payable. These will always be advised to you in advance.

Premium Finance – We are authorised as credit brokers and may use insurance and finance providers who will conduct a credit check which will be recorded on your credit record. Please contact us if you do not consent to a credit check being undertaken, however this may affect our ability to offer instalment facilities to you. In relation to the provision of credit we offer only the facilities provided by insurers, or those of Premium Credit Ltd or Close Premium Finance from whom we receive a commission. We will not offer you any advice on premium finance facilities and you will need to decide yourself on the suitability of any credit agreement offered.

Please note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility relation to it and your credit rating may be affected. In entering in to a credit agreement to pay your insurance premium, you give the finance provider the legal right to cancel your insurance policy on your behalf in the event that you default on the loan, and off set any refunded premium against the outstanding amount owed to them. This means that if you default on your payment terms and the finance provider requests that we cancel your policy we will do so as your agent.

Claims – To assist us in the handling of any claim it is vital that you notify us promptly when an incident which may give rise to a claim occurs, and provide all information, claim forms and estimates as quickly as possible. Delays may prejudice negotiations and entitle the insurer to repudiate the claim.

Data Protection and Privacy Statement – We are a data controller and our data protection officer is Stephen Hopwood. We act as your agent and will collect data, including personal information and risk details, solely to enable us to obtain insurance quotations, arrange and administer Your insurance. Data collected by us is contractual, and for Our legitimate business interests as an insurance broker and We will be unable to offer any quotation if You refuse to provide certain personal data, including health, financial and criminal records data which is collected under the lawful basis of public interest, where these would affect the provision of cover and/or performance of insurance contracts.

Your information will be held securely by us and shared with insurers, which could include reputable providers in other countries, to enable them to provide accurate terms and they will also obtain data about You and your insurance history from various insurance anti-fraud databases, such as the Claims and Underwriting Exchange (CUE) as well as publicly available websites and credit referencing agencies. 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. Information about You and your insurances will be held while you are a client and for a minimum of three years, and in certain circumstances up to six years, after expiry of your policies.

Under the Data Protection Act data subjects have the right to see, and correct, personal information about them that We hold. Please write to our Data Protection officer at our usual address if You wish to exercise Your rights or have a complaint about our use of Your data.

Your responsibility to Provide Information – You must take reasonable care to answer all questions honestly and to the best of your knowledge, and if you volunteer any other information, you must ensure that the information is not misleading. If any information that you have provided to us changes before you take out insurance, during the life of the policy or at renewal, you must inform us of the change. If you deliberately, recklessly or carelessly misrepresent any information in relation to this insurance then your policy may be cancelled without refund, or treated as if it never existed, or your claim rejected or not fully paid.

Cancellation clause – Your insurance contract may include a cancellation clause. If you are a consumer this is mandatory. In the event that you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers giving notice of the cancellation. In the event of cancellation insurers may return a pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned, in the event that the insurance is cancelled after inception, our fees or brokerage are not usually returnable. Please be aware that some liability policies are written on a minimum and deposit basis and no refund will be allowed following cancellation.

Conditions / Warranties – You must comply with any conditions, clauses or warranties contained within the insurance we have arranged. Failure to comply can result in the insurer not settling claims or terminating your policy.

Average – In the event of under-insurance, Insurers may reduce the amount of any claim settlement in the same proportion as the sum insured bears to the total value of the insured property items.

Your right to cancel – You have a legal right to cancel your policy or credit agreement 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 cancel a credit agreement you will need to repay any sums provided in full. If you cancel after the 14 days have elapsed, short period cancellation rates apply. 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.

JULY 2018