



Terms of Business

Authorised and regulated by the Financial Services Authority (144673)

County Insurance Services

County House, Glyme Court, Langford Lane, Kidlington, Oxford OX5 1LQ
Tel: 01865 842084 Fax 01865 841147 E-mail: mail@county-insurance.co.uk

The firm is a partnership wholly owned by three partners who have no financial interest in any other firm.

The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services and we are obliged to give you this document. Use this information to decide if our services are right for you. Our permitted business is arranging and advising on mortgages, general insurance and investments.

You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Our Service

In arranging insurance for our customers, we act as an Independent Intermediary working with a panel of insurers. However, for a few types of insurance we only offer one insurer. 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.

In the case of:- Personal Injury and Personal Liability Insurance, we act as agents and bind cover for Ace European Group: For County Home and Thatch, we act as agents and bind cover for Groupama Insurance: For County Farm, we act as agents and bind cover for Aviva Insurance; For County Liability and County Photo, we act as agents and bind cover for the International Insurance Company of Hannover Limited:

Please note that our Uninsured Loss Recovery Scheme is not an insurance product and is not covered by FSA regulations. We will give you full details of any such arrangements before you make any commitment on any product we offer you.

Disclosure

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 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 us or direct to your insurer.

If you are in any doubt about whether information is material, you should disclose it.

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 that we have about customers 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 that the personal and sensitive data we hold about our customers is correct and shall use it to provide for quotations when policies fall for renewal.

In the interest of security and to improve our service, telephone calls you make to us may be monitored and/or recorded.

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 1998, individuals have a right to see personal information about them that we hold in our 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 above address.

Motor and Home Insurance Anti-Fraud Registers

Insurers share information with each other via the Claims and Underwriting 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 Insurer Information Centre (MIIC)

Insurers are legally required to provide full details of motor insurance policies to the MIIC. The information describing your Insurance cover will be added to the Motor Insurance Database (MID), to which the police and other government agencies 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 with other information about other products and services which we offer and we feel may be appropriate to you by email, telephone, post or other means.

You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us on the above telephone number or write to us at the above address if you wish to exercise this right.

Claims

We have no authority to handle claims on behalf of insurers (except for our delegated authority schemes). 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.

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 3 working days.

We shall 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, as soon as possible, 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 the information to enable you to decide whether to give your informed consent, and you have given that consent.

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 service at all times. If there are occasions when we don't meet these 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 in writing, advising you of who is dealing with the matter. A copy of our full Complaints Handling Procedures is available on request. If after full consultation the matter is not resolved, you should contact The Financial Ombudsman at 25 The Colonnade, Canary Wharf, London E14 5HS

Financial Services Compensation Scheme (FSCS)

We are covered by the 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 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Cancellation Rights (The Mediation Contract) Retail Clients only

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 except where a claim is pending or notified. The duration of this cancellation period is 14 days and commences from either:

- The day of conclusion of the Mediation Contract, or
 - The day on which you receive the full terms of the Mediation Contract detailing full contractual terms, conditions and information of the contract
- whichever is the 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 of our charges that you 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 that you have paid.

Commercial clients only

The contract between us can be terminated by giving one months notice in writing by either side.

During the period of this contract we will be entitled to non refundable commission and/or brokerage charges as outlined in these terms of business on all policies arranged by us.

Premiums and Financial Aspects

We normally accept payment by cash, guaranteed cheque or credit/debit cards except American Express and Diners Club.

You may also spread your payments through insurers' instalment schemes, a credit scheme with a third party finance provider (details on request). Funding agreements are made between the client and the funding provider. If payments are not maintained the whole balance becomes payable. If the policy is cancelled, any difference between the payments made and the refund received from insurers is payable by the client. For premiums under £800, payments may also be spread by 33% deposit and two post dated cheques of equal instalments, one dated 30 days from inception of the policy and the other dated 60 days from the inception date, all to be inclusive of an administration charge of £10 per cheque or 3% of the cheque value, whichever is the greater.

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.

Insurers may investigate your credit record using a soft check at a credit reference agency. If you do not wish them to do so, you must advise us immediately you make initial contact with us

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 with 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.

Commission Withdrawal

We receive commission from premiums that you pay us. We will only withdraw commission after we have received the premium from you and in accordance with FSA regulations and agreements that we hold with insurers.

Non Payment of Premiums

All premiums which remain outstanding will be referred to Daniels Silverman Ltd and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. The surcharge together with all other charges and legal fees incurred will be your responsibility and will be legally enforceable.

Non Refundable Premiums

- Legal expenses
- Breakdown or associated policies
- Professional Indemnity (errors & omissions) policies
- Minimum and deposit policies
- Terrorism

In the event of a mid-term policy cancellation for other policies, insurers may provide a return premium. In view of the cost involved, we will not issue any refund premiums less than £10 after deductions. Insurers will not provide return premiums where claims have been reported or pending during the period of insurance. Please refer to individual policies for further details.

Non refundable Charges

In addition to premiums charged by an insurer, we may at our own discretion make the following charges to cover our administrative costs;

- Mid term adjustments: maximum £30 or 10% of the premium, whichever is the greater
- Cancellations: deduction of the commission on the full premium.
- Business insurance broking: at our discretion £200 or 25% of the premium whichever ever is the greater
- Administrative charges confirmed on our point of sale letter
 - £25 maximum for replacement cheques
 - £50 maximum for Direct Debit defaults and cancellations
 - Lost certificates and documents, maximum of £15
 - Late payment, 5% of premium per month. Net rated risks (where no commission is payable by insurers), maximum of 25% of premium or £100, whichever is greater.

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, 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

We shall contact you with the renewal premium and terms for the coming year in good time before the renewal of your policy.

If you have not contacted us before the renewal date, we shall renew the policy automatically on your behalf. **If you do not wish to renew your policy, please let us know as soon as possible but in any event prior to the renewal date.** We should also advise you to cancel your direct debiting 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 shall 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 Customer Premiums

We hold premiums that you pay to us in a Client Money Bank Account. Under FSA 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. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this Section.

Customer money passed to another person

In accordance with FSA Regulations we have to inform you that in managing and/or arranging your insurance requirements, we may transfer money that you have paid 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.

Governing law

This Agreement shall be governed by the laws of England and Wales, and the parties agree herewith that any dispute arising out of it shall be subject to the (non-)exclusive jurisdiction of the English Courts.

This Agreement shall be governed by the laws of Scotland, and the parties agree herewith that any dispute arising out of it shall be subject to the (non-)exclusive jurisdiction of the Scottish Courts.

Other taxes or costs

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

Message from the Financial Services Authority
Think carefully about this information before deciding whether you want to go ahead.

Issued 22 March 2010