



Terms of Business

County Insurance Services Limited registered in England and Wales number 08411634
at County House, Glyme Court, Langford lane, Kidlington, OX5 1LQ.
Authorised and regulated by Financial Conduct Authority (FCA) FRN: 597267.
Tel: 01865 842084 Fax 01865 841147 E-mail: mail@county-insurance.co.uk
The firm has no financial interest in any other firm.

The Financial Conduct Authority (FCA)

The FCA 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 general insurance.

You can check this on the FCA's Register by visiting the FCA's website www.fca.gov/register or by contacting the FCA 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:- For County Home and Thatch, we act as agents and bind cover for Ageas Insurance Limited & Royal & Sun Alliance PLC; For County Farm, we act as agents and bind cover for Aviva Insurance Limited; For County Liability, County Business Combined: County Property and County Photo, we act as agents and bind cover for an insurance consortium of Royal & Sun Alliance PLC; AIG Europe Limited; Aviva Insurance limited; & Covéa Insurance PLC or Builders Direct SA.

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

Honest information

It is your responsibility to provide complete and honest information to insurers questions when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. Failure to disclose information honestly and to the best of your knowledge 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 honest and to the best of your knowledge. If a form is completed on your behalf, you should check that the answers shown to any questions are honest and to the best of your knowledge 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.

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 County Home & Thatch but ensure there is no conflict of interest by using different departments for each function). 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 for which we receive up to 2% override commission (details on request), or own own scheme where we retain the full charge. Funding agreements are made between the client and the funding provider, by providing details of your bank account, you confirm the funding provider has your authority to take payments from that account. 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.

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 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 FCA 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

- Travel policies
- 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 which 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 will 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 will 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 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. If we have not already done so, we will send your new insurance documents to you.

Disclosure of Commission

When you take out a policy with us, the insurer pays us a percentage commission from the total premium (less insurance premium tax). If the policy we sell reaches specific profit targets for some insurers, they also pay us a bonus. 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 FCA 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 FCA 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.

Data protection/ Money Laundering act: Credit Reference and Fraud prevention agencies:

We will comply with the provisions of the Data Protection Act 1998. All information about you or your business of a sensitive or personal nature will be treated as private and confidential. Before granting credit in adherence to money laundering laws as well as detecting fraud and confirming Identity we (& insurers) may periodically search the files of credit reference agencies and keep a record of that search. We may share details with credit reference agencies and other organisations involved in the detection and prevention of fraud and money laundering. If we are aware or suspect fraud we will record this. It may also be used for tracing and claims assessment.

Information held about you by the Credit Reference Agency may already be linked to records relating to one or more of your partners. For the purpose of this application you may be treated as financially linked and your application will be assessed with reference to any associated records. You have the right or access to your personal records held by credit and fraud agencies. We will supply their names and addresses upon request.

Credit check will leave a search footprint on your record but will not affect your credit history.

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

Message from The Financial Conduct Authority

Think carefully about this information before deciding to go ahead

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