

HEPWORTH INSURANCE SERVICES LTD

OUR TERMS OF BUSINESS AGREEMENT

Who are we?

Hepworth Insurance Services Ltd is a local independent and professional insurance consultant who will act on your behalf in arranging your insurance(s), providing advice and assistance with claims. (See also - Additional products/services - below)

We are authorised and regulated by the Financial Conduct Authority, (FCA).

The FCA is the independent watchdog that regulates financial services. Our FCA registered number is 489966. You can check this on the Financial Services Register by visiting the FCA website www.fca.gov.uk/register or by contacting the FCA consumer helpline on 0800 111 6768. Our authorisation allows us to act in relation to non-investment insurance policies. We are also authorised for credit broking.

Whose products do we offer?

We offer a wide range of products including personal motor, household, and travel insurance as well as commercial insurance products on the basis of a fair analysis of the insurance market as we have access to many insurance companies.

Payment of insurance premiums

You are responsible for paying the insurance premium in full including any administration charge before the due date. We have no obligation to fund premiums for you and have no responsibility for any loss you may suffer as a result of the insurer cancelling your insurance policy due to non-payment of the premium.

We normally accept payment by cash, cheque, BACS, debit or credit card. Direct debit facilities are available and if you choose to pay premiums by instalments we only use Premium Credit Ltd to provide the finance, full details being provided upon request.

Your insurance premium is held in an insurer premium trust account until it is sent to the insurer or intermediary broker to pay for your insurance or it is returned to you. We will retain any interest on this account.

Protecting your money

Prior to your premium being forwarded to the insurer and for your protection, we hold your money as an agent of the insurer in a Trust Account.

What will you have to pay us for our services?

Our remuneration will be either commissions paid to us by your insurance company and/or a fee as agreed with you. We may also receive commissions on any separate credit facilities arranged for you with Premium Credit Ltd. but we do not charge any fee for doing this. We make the following fees/charges to cover the administration of your insurances the amount of charge will be identified as follows;

Arranging new policies/renewals/mid term adjustments/duplicate certificates or documents/cheques that are not honoured/direct debit reinstatements £15.00. Debit card payments £2.00 - Credit card payments 2% of the transaction value. We will disclose commissions to commercial customers upon request.

Additional products /services

"BD Elite" accident management & legal expenses policy - the cost of this optional product is £20.00, payable when you accept this policy. This comprises of an intermediary fee of £16.62 for the arrangement of the insurance on your behalf and Insurance Premium Tax of £1.13p (IPT is 6%). "BD Elite Plus" emergency car hire policy - the cost of this optional product is £33.00 payable when you accept this policy. This comprises of an intermediary fee of £23.88 for the arrangement of the insurance on your behalf and Insurance Premium Tax of £1.87p. (IPT is 6%) "BD Elite for Vans" emergency van hire policy - the cost of this optional product is £47.00 payable when you accept this policy. This comprises of an intermediary fee of £27.47 for the arrangement of the insurance on your behalf and Insurance Premium Tax of £2.66p. (IPT is 6%) "BD Assistance" - full RAC Breakdown cover - the cost of this optional product is £65.00 payable when you accept this policy. This comprises of an intermediary fee of £13.90 for the arrangement of the insurance on your behalf and Insurance Premium Tax of £3.68p. (IPT is 6%) "BD Elite" household & family legal expenses policy - the cost of this optional product is £15.00 payable when you accept this policy. This comprises of an intermediary fee of £9.90 for our arrangement of the insurance on your behalf and Insurance Premium Tax of 85p (IPT is 6%). We will provide full information so that you can decide if these products are suitable for you.

Your duty of disclosure

Consumers; You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid

Non-consumer customers Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the

risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

Your responsibility to read all documents

You are strongly advised to read the policy and related documents e.g. policy summary, demands and needs statement, carefully when they are issued to you as they form the basis of the insurance contract you have purchased. If you are in any doubt over any of the policy terms or conditions you should ask us promptly.

The policy documents and certificates will be sent to you immediately upon receipt from the insurer, provided payment of the premium has been made in full. We do reserve the right to withhold these documents until such time as full payment has been received.

Your cancellation rights

The policy can be cancelled at any time throughout its duration. However, should you decide not to proceed with the on cover policy within 14 days of receiving your documents you must contact us immediately.

Any documentation must be returned to us promptly as refunds cannot be issued until we are in receipt of these documents.

Your insurers will make a charge as detailed in your policy documents for the period of cover prior to cancellation.

In addition, on cancellation of any policy, the commission reclaimed from the insurance company will be deducted from any refund, subject to a minimum administration charge of £15.00 and a maximum charge of £50.00. We may keep an amount that reflects the administration costs of arranging and cancelling the policy.

Any other related policies such as legal expenses will be cancelled with the main policy and will only be refunded if the policy is cancelled within 14 days of receipt of the on cover documents and subject to no claims having been reported.

Should a claim occur during the period of cover provided then full premiums and charges may become payable.

How to claim

If you have occasion to claim on your policy please refer to your policy summary or your policy document. You should contact the insurer direct as soon as possible using the contact details provided, if in doubt about whom you should contact then please contact us on 01524 66296.

Protecting your information

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request or with your consent in relation to administering your insurance or where we are required by law.

Some or all of the information you supply to us in connection with your insurance proposal may be passed to insurance and other companies for underwriting, claims and premium collection purposes. Your data will be held in accordance with the Data Protection Act 1998, under which you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to Howard Roberts Managing Director at the above address.

We and/or the insurers and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify your identity or credit worthiness, to avoid fraud, and to obtain beneficial quotes and payment options on your behalf. Each of the searches may appear on your credit report whether or not your application proceeds

By agreeing to these terms and conditions you agree to these uses of your information

What to do if you have a complaint?

It is our intention to provide you with a high standard of service at all times but if you wish to register a complaint, please contact us in writing to Howard Roberts, Managing Director, Hepworth Insurance Services Ltd, 24 Sun Street, Lancaster, Lancashire LA1 1ES or by telephone on 01524 66296

If you cannot settle your complaint with us, you may be entitled to refer the matter subsequently to the Financial Ombudsman Service, on 0800 023 4567 the address being; South Quay Plaza, 183 Marsh Wall, London, E14 9SR and further information is available at www.financial-ombudsman.org.uk. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected.

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

We are covered by the FSCS and 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 without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim also without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 0207 741 4100 or by visiting <http://www.fscs.org.uk/>.