

Terms of Business Agreement (TOBA)

(1) About us

We are an appointed representative of TEn Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority (FCA). TEn Insurance Services is permitted to arrange, advise and, deal as an agent of insurers and assist in claims handling with respect of non-investment insurance policies*.

(2) Your duty of disclosure

Consumers: You must take reasonable care not to make misrepresentation to the Insurer. This means that all 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.

Commercial customers: If the insurance is arranged wholly or mainly for purposes related to your trade, business or profession you have a duty to disclose all material facts whether or not the insurer asks for the specific information. This duty applies throughout the life of the policy, and when you renew your insurance. Material facts are any facts which may influence the insurer's decision to accept the policy and /or what terms are applied. Failure to disclose a material fact may invalidate your insurance and could mean that your claim will not be paid.

(3) Protecting your information

All personal information 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 law requires.

Some or all of the information you supply to us in connection with your insurance proposal may be passed to other companies for underwriting, claims handling and premium collection purposes. The Data Protection Act 1998 gives you the right to access personal information held about you in our records, whether electronically or manually. If you have any queries please write to The Principal at the address below.

(4) Protecting your money

Prior to your premium being forwarded to the insurer, and for your protection, we or TEn will hold your money in one of two ways:

a) in an account as an agent of the insurer we have selected. This means that your policy is treated as having been fully paid by you. Interest earned on this account accrues to either the insurer, or - subject to their agreement - to us or TEn; or

b) in a segregated Client Trust Account. Interest earned on this account accrues to either us or TEn.

c) we may extend credit to other customers from this account and we may transfer your money to another intermediary in some cases. However your money will be protected at all times because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

By accepting this TOBA you give your consent for us to operate in this way.

(5) How to cancel

You may have a statutory right to cancel this insurance within a cooling off period. Please refer to your policy summary or document for details. If you do cancel, you may receive a pro rata refund of premium from the insurer, although we might keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

If you wish to cancel outside this period you may not receive a pro rata refund of premium. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

(6) How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact the insurer direct as soon as possible using the contact details provided.

(7) Block Transfers

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

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

(8) Fees and charges

Any administration charges or fees applied will be identified within your quotation letter. Charges can relate to any new business, renewal, mid-term alteration or cancellation event. In addition we will apply an FSCS levy to certain policies.

(9) Compensation arrangements

TEn is covered by the Financial Services Compensation Scheme* (FSCS). You may be entitled to compensation from the scheme if we cannot meet obligations to you. This depends on the type of business and the circumstances of the claim. Non-compulsory 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, without any upper limit.

(10) Commission

Our income for business placed is normally in the form of commission paid by insurers, some of whom may, in addition, pay a profit or performance related bonus periodically. That said, your interests are always foremost when we arrange covers on your behalf and we are happy to disclose our remuneration to you upon request: in accordance with our Treating Customers Fairly and Managing Conflict of Interests policies.

(11) Complaints

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact The Principal at the address below. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service*.

Your Appointed Representative is:-

Fleet and Commercial Ltd T/as Fleet and Commercial Insurance
Suite 1, Wesley House
Ventura Park
Broadshires Way
Carterton
Oxfordshire
OX18 1AD
01993 843040

***Note:** You can check these details on the FCA Register by visiting their website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234. The TEn Insurance Services FCA reference number is 314593.

Further information about the Ombudsman is available at www.financial-ombudsman.org.uk and on 0845 080 1800.

Also, more information about Compensation Scheme arrangements is available from the FSCS at www.fscs.org.uk and on 020 7892 7300