

S G BUSBY LTD

Insurance Brokers

TERMS OF BUSINESS

About Us

S.G. Busby Limited of Picton House, 106 - 108, Desborough Road, High Wycombe, Bucks HP11 2PU is authorised and regulated by the Financial Services Authority. Our firm's Registration Number is 304762. We are permitted to arrange advice on, deal as an agent of insurers and clients and assist in claims' handling with respect to non-investment insurance policies on behalf of customers based on a fair analysis of the insurance market for motor, home, commercial, liability, and travel insurance, with a single insurer for legal expenses insurance. You can check these details on the FSA's Register by visiting the FSA's website <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

Your Duty of Disclosure

Your insurance is based upon the information provided to the insurance company and you must ensure that all such information is complete and accurate, and that any facts that may influence the insurer's decision to accept the policy and what terms are applied must be disclosed.

Failure to disclose material information may invalidate your insurance and could mean that part, or all, of a claim may not be paid.

How to Cancel

You may have a statutory right to cancel this policy within a short period. Please refer to your policy summary or your policy document for further details. If you cancel, you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge. We may keep an amount that reflects the administrative costs of arranging and cancelling the policy.

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 the administrative costs of arranging and cancelling the policy.

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, and except where law requires us. 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 Mr Steve Watmore at the above address.

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. If in doubt about whom you should contact, please contact us on 01494 441441.

Fees and Charges

Our tariff of administration charges for fees payable under this Terms of Insurance Business is listed below.

These will apply if you instruct us to carry out a mid-term adjustment, renewal, cancellation or other work on your behalf.

New Policy Fee	£10.00	
Renewal Fee	£10.00	Unless stated otherwise on your renewal documents.
Mid-Term Adjustments	£15.00	
Unpaid Cheques	£25.00	
Duplicate Insurance Certificates	£10.00	

If we charge or add any other fees, we will agree these with you and always disclose them to you. On some occasions, we will increase the renewal fee to reflect the commission earned.

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 such blocks from one insurer to another where this is beneficial for our clients.

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

Protecting your Money

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your policy is treated as being paid for), or we hold it in a Client non-statutory Bank Account

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 FSA rules. We also reserve the right to retain interest earned on this account.

By accepting this Terms of Insurance Business document, you are giving your consent for us to operate in this way.

Premiums and Financial Aspects

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is Z6020826.

We normally accept payment by cash, guaranteed cheque or most credit/debit cards. However, if you pay by credit card, a fee of 2% will be charged. You may be able to spread your payments through insurers' instalment schemes, a credit scheme with a third party finance provider, or a facility we have arranged ourselves. We shall give you full information about your payment options when we discuss your insurance in detail. We may keep certain documents, such as your insurance certificate, whilst we are waiting for full payment of premiums. In these circumstances, we shall 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.

Return Premiums

Return premiums usually arise if an insurance risk is reduced or a policy cancelled.

On a return premium, we repay commission on the amount to your Insurer and this will be deducted from the final amount due to you.

Quotations

Quotations are guaranteed for up to 30 days from the date provided but are subject to change in respect of the amount of premium indicated, and/or the terms and conditions that are applied, should the information at proposal form stage vary from that advised at the time of quotation. All premiums quoted are inclusive of HM Government Insurance Premium Tax.

Credit Checks

To ensure you get the best offers from Insurance Companies, they may use publicly available data, which they obtain from a variety of sources, including a credit reference agency, and other external organisations, their search will appear on your credit report, whether or not your applications proceed.

Implications of the Credit Check

As the credit checks carried out relate to insurance propositions, they are highly unlikely to impact lending decisions. The public and private data checks both leave a footprint on your credit history. The public check is only visible to you, whereas the private data check is also visible to other organisations.

What to do next?

If you agree to the above stated use of your information, you do not need to do anything. At your next renewal, a credit check will be done as part of the quotation process.

If you do not agree to the above stated use of your information, please contact us in the next 14 days, by either telephone, email, letter or visit us and let us know that you do not wish for a credit check to be conducted.

Evidence of No Claims Bonus

In consideration of being granted temporary insurance cover under a policy without providing us with evidence of no claims bonus, you undertake to provide such evidence within fourteen days of the commencement date. If you do not provide such evidence, you may pay such increased premium as results from your failure to provide evidence. In the event that the policy has to be cancelled as a result of failure to provide bonus proof and you failing to pay any increased premium, you will be asked to pay a time on risk charge based on the total gross premium plus a cancellation fee.

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 Installments

In good time before the renewal of your policy, we shall contact you with the renewal premium and terms for the coming year.

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 the policy, please let us know as soon as possible. We should also advise you to cancel your direct debiting instruction with your bank prior to 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.

Commission Withdrawal

We receive commission from the premiums that you pay to us. We shall only withdraw commission after we have received the premium from you, and in accordance with Financial Services Authority regulations and agreements that we hold with Insurers.

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 Mr Steve Watmore, Director, at the above address or ring 01494 441441. If you deal with our Marlow branch, please write to the Complaints Manager, SG Busby Ltd, 51 West Street, Marlow, Bucks SL7 2LS or ring 01628 471557. Your complaint will be acknowledged within 5 working days of receipt. You will also be advised of the name of the person dealing with your complaint and when you can expect to receive a response. We will normally be able to respond in writing within 20 working days but sometimes the time-scale can be longer if the complaint is complicated or information is required from a third party. We will keep you informed if this is the case. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0845 080 1800 and further information is available at <http://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.

Compensation Arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Full details and further information on the scheme are available from the FSCS. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting <http://www.fscs.org.uk>