

SAFFRON INSURANCE TERMS OF BUSINESS

The Financial Services Authority (FSA)

The FSA is the independent watchdog that regulates financial services. It requires us to give you this document. Please use this document to decide if our services are right for you.

Who regulates us?

Saffron Insurance Services Limited is authorised and regulated by the Financial Services Authority. Our FSA Register number is 302774.

Our permitted business is:

- Advising customers on non-investment contracts, this includes recommending a specific insurance policy
- Arranging (bringing about) deals in non-investment insurance contracts, this covers a range of activities including introducing a customer to an insurer, helping a customer to complete a proposal form and sending this to an insurer
- Making arrangements with a view to transactions in non-investment insurance contracts, this includes helping a potential policyholder to complete a proposal form or introducing a customer to another intermediary, either for advice or to help arrange an insurance policy
- Dealing as agent in non-investment insurance contracts, this includes entering into a contract of insurance with a customer on behalf of an insurer (for example, issuing a cover note)
- Assisting in the administration and performance of a non-investment insurance contract, this includes notifying an insurance claim to the insurer and negotiating settlement on behalf of the customer.

You can check the above on the FSA's register by visiting their website at: www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Our Service

We act as an Independent Intermediary on your behalf and 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 make every effort to deal with reputable, financially sound insurers. Regrettably there is no way we can guarantee insurer solvency.

Products We Offer

We sell and advise on a wide range of both personal and commercial insurance products providing advice or information on the basis of a fair analysis of the market from a wide range of insurers. For travel insurance we offer products from a limited number of insurers. We are happy to provide a list of these insurers on request. For Family Legal Protection we deal exclusively with ARC Legal Assistance Ltd, for Home Emergency with ARAG Plc, Boomerang Tag Key Protection with Uninsured Loss Recoveries Ltd and GAP Insurance is underwritten by Pinnacle Insurance Plc. Our obligatory Motor Claims Management service is dealt with exclusively by Saffron Claims but this is not an insured product and consequently complaints cannot be referred to the Financial Ombudsman Service and claims are not covered by the Financial Services Compensation Scheme.

Premiums and Financial Aspects

We normally accept payment by guaranteed cheque, cash or any of the major debit/credit cards. Payment can also be made direct to Saffron Insurance Services Ltd Client Premium Account at Barclays via BACS (Account Number 20773646 Sort Code 20-74-05), please make sure your broker reference is advised with your payment, which can be found overleaf on the top left hand side of this letterhead e.g. ABCD01AA01.

You may be able to spread your payments through insurers' instalment schemes or a credit scheme that we have arranged with a third party finance provider. We will give you full information about your payment options when we discuss your insurance in detail. For certain types of insurance we may ask you to sign a form granting us authority to retain documents such as Motor Certificates until full payment has been received. In these circumstances we will provide you with any documents that you are required to have by law.

We are the Agent of Insurers for the collection of certain premiums. Under the terms of the client bank account (which has been set up in accordance with strict rules laid down by the Financial Services Authority), we are required to inform you that we may use your individual premium to settle premiums due under other policies (including those payable by other clients). For some insurances we may place business with Insurers through another FSA authorised intermediary and in these circumstances premiums will be transferred to that intermediary. You will be advised if this affects your own insurances. We retain any interest earned on the client account and by accepting these Terms of Business you give your agreement to this.

Our Charges (Effective 1.05.11)

In addition to premiums charged by Insurers we may, at our discretion, make the following charges to cover the administration of your insurances.

Consumer: Mid-term adjustments – Motor/Home £20. Single trip travel policies £10, Multi trip travel policies £5, Replacement of lost certificates – first duplicate certificate free then £5 thereafter. Mid-term cancellations – net of commission subject to a minimum charge of £35. If cancellation of an add on policy (eg Family Legal Protection, Boomerang Tag Key Protection or Claims Management Service) or a travel policy is requested then no refund of premium will be given.

Commercial: Mid-term adjustments and cancellations – net of commission subject to a minimum charge of £35. Replacement of lost certificates – first duplicate certificate free then £5 thereafter.

Credit arrangements – a charge of £10 per cheque is made for post dated payments, full details on request. A charge of £10 will be made for each and every dishonoured cheque. All credit card transactions will have a 2% charge applied though this is not applicable to Debit, Solo or Delta cards.

For some commercial insurances we will agree individual fees with clients for new business and renewal. The specific amount and purpose of any additional charges will always be advised to you in advance. Prior to the conclusion of each insurance contract or upon renewal, we will remind you of your right to be advised of the level of commission which we receive from underwriters. You are entitled at any time to request information regarding any commission, which we may have received as a result of placing your insurance business.

Conflicts of Interest

Occasions can arise where we or one of our product providers will have a potential conflict of interest with business being transacted for you. If this happens and we become aware that a potential conflict exists, we will write to you to detail the steps we will take to ensure fair treatment and obtain your consent before we carry out your instructions.

Credit Terms

Unless special arrangements have been made, renewal premiums must be paid to us prior to expiry of an existing policy. Additional premiums due as a result of mid-term changes must be paid within 14 days or immediately on demand. We reserve the right to cancel policies or reduce cover in the event of non payment of premiums.

Completion of Proposal Forms

All answers on any proposal form and any other statements made to us by you are your responsibility. Your attention is particularly drawn to the importance of the declaration and signature on Insurers' proposal forms. Any failure to disclose facts material to the insurance or any inaccuracies in your answers could invalidate policy cover. Please consult us if you are in any doubt as to whether information is material.

Disclosure of Information

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 in your insurance being invalid or cover not operating fully. It is important you ensure that 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 an Insurance Certificate. You are advised to keep copies of any correspondence you send to us or direct to your insurer. If you are in any doubt as to whether any information is material, you should disclose it.

Awareness of Policy Terms

When a policy is issued to you, you are strongly recommended to read it carefully as it is that document, the schedule and any certificate of insurance which is the basis of the cover you have purchased. If in any doubt over any of the policy terms or conditions please seek our advice urgently. Hold cover instructions or amendments to your current policy sent to us by e-mail can only be considered to be in place once you have received a written response from us.

Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud Register

Insurers pass information to the Claims and Underwriting Exchange Register operated by Database Services Ltd and the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. Motor Insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' Information Centre (MIIC) which has been formed to help identify uninsured drivers and may be accessed by the Police to help confirm who is insured to drive. In the event of an accident, this database may be used by Insurers, MIIC and the Motor Insurance Bureau to identify relevant policy information. Other insurance related databases may also be added in the future.

Claims

It is essential that you notify us immediately on our dedicated 24/7 365 days a year claims management help line 0844 412 2416 following any incident which may result in a claim under your insurance policy whether you believe you are liable or not.

Any letter or claim received by you must be passed to us immediately. When we receive notification of an incident that might give rise to a claim under your policy, we will issue you with a claim form if appropriate and inform your insurers without delay. 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 loss.

You should not admit liability or agree to any course of action, other than emergency measures to minimise your loss, until you have agreement from your insurer.

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.

Confidentiality and Credit Scoring

All personal information about our customers is treated as Private and Confidential. We will only use and disclose the information we have about private individuals in the normal course of arranging and administering their insurance and will not disclose any information to any other parties without their written consent unless required by law or public interest.

We may use the information we hold about our customers to provide them with information about other products and services which we feel may be appropriate to them.

Under the Data Protection Act 1988, private customers have a right to see the personal information about them that we hold in our records. If you wish to exercise this right, or have any other related queries, you should write to us at the Saffron Walden address shown overleaf.

The contact details that you supply will be used by Saffron Insurance to contact you regarding renewals, products and services. We will contact you by text, email, phone or letter unless you have advised us otherwise. If you have provided your contact information to us and would prefer not to receive marketing information simply contact us on 01799 522293 to let us know.

In order to ensure that you get the best offer on your insurance and to verify your identity to protect you from fraud, insurance companies/underwriters may use publicly available data from credit reference agencies and other external organisations. Insurance companies/underwriters may also use a credit check to ascertain the most appropriate payment option for you. Any such search will appear on your credit report whether or not your application proceeds. By taking an insurance policy out with us you agree to this information being collected.

Complaints

It is our intention to provide you with a high level of customer service at all times. However, if, at any time you are dissatisfied with the service we provide, we have a formal complaints procedure. You should, therefore, take the following course of action:

In the first instance you should discuss your complaint with the member of staff with whom you have been dealing.

If you remain dissatisfied, please write to or telephone Mr D C Beswick – Managing Director at the Saffron Walden address and telephone number shown overleaf. We will acknowledge your complaint within five working days and advise you who is conducting the investigation into the matters which you have raised. We will provide a formal response within 20 working days from initial receipt of the complaint. If the complaint cannot be resolved within this timescale we will explain why and specify the likely timescale for resolution. If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service. We will advise you if you are able to refer any complaint to the Financial Ombudsman.

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. Non-compulsory insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance this increases to 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Applicable Law

This Terms of Business is subject to English Law.