

Terms of Business



Please read this document carefully, these Terms apply to our appointment by you and the services we will provide.

Contact us immediately if there is anything in our Terms of Business you do not understand or with which you disagree.

About IPS Insurance Services

IPS Insurance Services is a trading name of Investment Property Services (UK) Ltd. 39 Epsom Road, Guildford, GU1 3LA. Telephone: 01483 338080 Fax: 01483 338787 Email: info@ipsinsurance.co.uk. IPS Insurance Services is Authorised and Regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 304050. You can check this on the FCA register by visiting the FCA's website www.fca.org.uk or by telephoning the FCA on 0845 606 1234.

Our Service

We offer products from a limited number of insurers.

We provide information only and do not therefore make a personal recommendation. You will not receive advice or a recommendation from us. We will ask questions to narrow down the product we provide details on. You will then need to make your own choice about how to proceed.

In special circumstances we may at our discretion make a recommendation for you after we have assessed your needs, or notify you if we are unable to place your insurance.

The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis.

We do not provide claims advice or act as claims handlers. We provide limited claims information.

Important Information (consumer customers only)

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to **take reasonable care** not to make a misrepresentation to an insurer.

Under the act a consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession.

A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance. Under the act an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be either deliberate, reckless or careless

If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations please contact us immediately.

The duty of fair presentation (non consumer customers only)

It is your responsibility to provide a fair presentation of the insurance risk based on you conducting a reasonable search for information. This could require you to obtain information from senior managers within your organisation or other parties to which the insurance relates or who carry out outsource functions for your business.

You must disclose every material circumstance which you know or ought to know, or failing that disclose sufficient information to put your insurer on notice that it needs to make further enquiries. You must ensure that any information you provide is correct to the best of your knowledge and representations that you make in expectation or belief must be made in good faith.

If you fail to make a fair presentation of the risk this may result in additional terms or warranties being applied from inception of the policy or any claim payment being proportionately reduced. In some cases this could result in your policy being declared void by an insurer and your premiums returned. Any deliberate or reckless breach of the duty of fair presentation could result in your policy being declared void by an insurer with no refund of premium

If in doubt about any point in relation to material circumstances and reasonable search please contact us immediately.

Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process. We are obliged to report to the National Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report. We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

Consumer Credit Licence

We are Authorised and Regulated by the Financial Conduct Authority in respect of our current Consumer Credit Licence.

Terms of Payment

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover.

If you choose to pay for your insurance premium using a finance provider your details will be passed onto them. We will provide you with a breakdown of the costs of your monthly instalments and they will subsequently provide you with a document outlining key features of their credit agreement with you, it is important that you take time to read this document and must contact us if you do not receive this. If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them. Where your policy is paid via the finance provider and you choose to renew your cover, we will again continue to pass your details to them.

When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you. Prior to the renewal date we must receive written instructions from you to renew the policy. If we do not receive written instructions from you to renew the policy the policy will lapse and no cover will be in force.

If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the credit provider.

In certain circumstances we may be contractually obliged by the finance provider to notify your insurer to cancel the policy. Where we are not contractually obliged to do so by the finance provider, if you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being informed of non-payment under the credit agreement, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use this refund to offset the amount levied by the finance provider on the firm. If this amount is not sufficient to cover all our costs we reserve the right to pursue any additional debt owed to the firm through a due legal process.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

Upon receiving your strict acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful.

Please read carefully the information regarding the cost of credit and the information sent to you directly by the finance provider. Together they provide important information in relation to the credit facility available from the finance provider. To use the finance provider's facility you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status.

Any payment we receive from you will be held by us in a Statutory Client Trust Bank Account. In some cases the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer.

Please make all cheques payable to "IPS Insurance Services".

By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding.

We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you.

Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of IPS Insurance Services.

Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests.

Your policy summary and/or policy document will provide you with details on who to contact to make a claim. Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request.

Please contact us for information on claiming under your policy.

Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period. Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Refunds section.

To enable your insurer to process the cancellation, you will need to confirm your instructions to us in writing, and you must also ensure you have received written acknowledgement of this from us. You will then be advised if you are required to return any certificates or any official documents to us.

Charges/Fees

In addition to the amount charged by insurers we may also make charges to cover the administration of your insurance, and these will be shown as a Policy Fee.

These fees are non-refundable and are as follows: Mid-term adjustments, duplicate papers or documents, cheque not cleared: £35.00 each. We reserve the right to vary these fees depending on the amount of work involved, and to charge for any additional work carried out.

Payment by credit card (American Express not accepted): 2% of the total amount payable

We may also charge an arrangement fee, and will advise you of the actual amount at the time of quotation or renewal. This will be shown as a Policy Fee. These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product.

As insurance brokers our remuneration may be as a fee agreed with you, or from commission paid to us by insurers based on the amount they charge you, or a combination of the two. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover.

We take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer.

We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers, claims management services, and others. Please ask us should you require further information.

Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a single Finance Provider, and we may receive a commission for introducing you to them. The firm will advise the customer of any commission payable by the lender in relation to a credit agreement where knowledge of the existence or amount of commission could affect the impartiality of the firm in recommending a particular product or have a material impact on the customers transactional decision.

Any applicable insurance premium tax will be shown on the documentation we provide to you.

Refunds

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit. **Your attention is specifically drawn to the following:-**

Where you cancel your policy **after** the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, **we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled or carried out the mid-term adjustment.** The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss.

In addition we may also charge you a fee for carrying out the work for the cancellation or mid-term adjustment.

For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal.

In view of the cost involved in making changes to your policy, we will not issue refunds of less than £25.00.

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. Should you wish to complain you may do so:

- In writing to the Complaints Officer at 39 Epsom Road, Guildford, GU1 3LA
- By telephone on 01483 338080
- By Fax on 01483 338787
- By e-mail at info@ipsinsurance.co.uk

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website. www.financial-ombudsman.org.uk. Further details will be supplied at the time of responding to your complaint.

Solvency of Insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at www.fscs.org.uk.

Confidentiality and Data Protection

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data.

All information about you of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to the Financial Conduct Authority, insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance.

To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including credit reference agencies and other organisations. Our search will appear on your credit report and will be visible to other credit providers whether or not your application proceeds. If you do not proceed it will be clear the search was for quotation purposes. By agreeing to the terms and conditions you agree to these uses of your information.

We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan – this may include details of your payment record with us.

We may also pass information about you to other companies with which we are associated. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you. Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat the issue of these Terms as evidence of your informed consent.

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

Your data may be transferred and processed outside of the European Economic Area (EEA).

Communications/Documentation

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

Inception of cover / renewal / cancellation / changes to a policy: we will always confirm these to you in writing. You must always obtain written confirmation from us that these have taken place. If you do not have written confirmation from us then you must not assume they have taken place and must contact us without delay.

General

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected. These Terms 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 exclusive jurisdiction of the relevant court. These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.

A person who is not party to these Terms of Business has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of these Terms of Business.

We reserve the right to amend our Terms of Business in the future.

Claims and Underwriting Exchange (CUE)

Insurers share information with each other via Claims and Underwriting Exchange to aid the prevention of fraud. Also in the event of a claim, the information you supply on the claim form, together with any other information relating to the claim may be put on the register.