

# FOWLER PENFOLD

## Terms of Business

### DEFINITIONS

a) We/us/our means:

A-One Commercial Insurance Services Ltd Trading as Fowler Penfold, of: Peartree Business Centre, Cobham Road  
Wimborne, Dorset BH21 7PP  
Phone: 01202 851047 Fax: 08717 801001 E-Mail: [fp@aoig.co.uk](mailto:fp@aoig.co.uk)

b) Financial Services Authority (FSA) is the independent watchdog that regulates financial services. It requires us to give you this document, which contains information to help you to decide if our services are right for you.

### REGULATION

We are authorised and regulated by the Financial Services Authority (FSA). You may check with them that we are on the FSA register on their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by phoning them on **0845 6061234**.

**Our FSA Register number is 307534.**

Our permitted business is advising, arranging, assisting and dealing in non-investment insurance contracts, acting as agent and assisting in the performance of a non-investment insurance contract.

### THE PRODUCTS WE OFFER

We offer commercial and personal lines insurance products from a range of insurers and intermediaries.

We will advise and make a recommendation for you after we have assessed your insurance needs for any of the products detailed above.

### QUOTATIONS

Unless otherwise advised, any quotation given will remain valid for a period of thirty days from the quotation date.

### CONFIDENTIALITY

All personal information you supply will be treated as private & confidential. We will use & disclose the information we have about you in the normal course of arranging and administering your insurance. We may use information we hold about you to provide information about other products or services that we feel may be appropriate to you.

Where payment has not been made within our credit terms and we have written to advise you of this first, we may pass your details to a debt recovery agency. Otherwise, your details will only be given to a third party where this is required by law, public interest, or to regulatory bodies such as the Financial Services Authority or Financial Ombudsman Service.

### DISCLOSURE OF INFORMATION

**It is your responsibility to provide complete and accurate information to insurers when you take out your insurance, throughout the life of your policy and when you renew your insurance. It is important that all statements you make on any proposal form are full and accurate and that all material facts\* are disclosed. Failure to do so may invalidate your insurance cover and could mean that all or part of a claim may not be paid.**

**NOTE: For certain contracts, a statement of facts will be used in place of a proposal form. Although this document does not require your signature, it is still essential to check the details included and advise us immediately of any discrepancies. This statement forms the basis of the contract between you and your insurers who will rely on the information provided.**

*\*Material facts are matters or information which may influence your insurer as to the acceptability or otherwise of your Proposal or renewal of the insurance. Examples for a motor policy could include claims, convictions, licence suspensions or car modifications. For other policies it could include criminal convictions, pre-existing medical conditions or property subsidence. This duty of disclosure exists throughout the life of the insurance. You are advised to keep copies of documentation sent to or received from us for your own protection. Please consult us if you are in any doubt.*

### AWARENESS OF POLICY TERMS

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When a policy is issued, you are strongly advised to read it carefully as this, together with the schedule and any certificate of insurance forms the basis of the insurance contract you have purchased. If you are in doubt over any of the terms or conditions, you are advised to seek our advice promptly.

### **PREMIUM PAYMENT**

We will accept payment by cheque, cash or the following credit/debit cards: MasterCard, Visa, Switch or Delta.

You may also be able to spread your payments by providing post dated cheques or through an instalment facility either offered by your insurance provider, or a separate premium finance scheme arranged by us. We will give you full information about your payment options when we discuss your insurance in detail.

When you pay your premium to us, we hold it in a non statutory trust account, prior to settling with your insurer or intermediary. Interest is not payable to you on any money you have paid. Your premium may be contained with that of other insurers or intermediaries (Permitted under FSA rules). Premiums held in the account may be used to pay a premium to an insurer before we are in receipt of the full premium from a client. This means that part of the money you pay may be used to provide credit to another client. The FSA allow the use of a non-statutory trust account providing certain stringent criteria are met.

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

### **CHARGES & TERMS**

In addition to premiums charged by the insurer, we make the following charges to cover our administration costs for these specified activities. Please note that all fees & commissions will normally be retained by us where you cancel a policy. However for personal insurance policies cancelled within 14 days of policy receipt, we will refund our fees (subject to a minimum retained charge of £25) on a pro-rata basis, in addition to any return premium available from your insurers.

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|---|--------------------|
| • Arranging new policies  | Fee by arrangement |
| • Renewals  | Fee by arrangement |
| • Credit arrangements/post dated cheques  | £10                |
| • Cheques returned unpaid by you  | £10                |
| • Fee amounts for new policies and renewals will be advised to you prior to arranging cover |                    |

### **CLAIMS**

Where an emergency number is provided with your policy, policy summary or key features document, this may be used to notify claims directly to your insurer. Where you require other claim services, such as recovery of your motor policy excess following a non-fault accident or other advice, you must notify us after reporting the claim to your insurers.

You should not admit liability nor agree to any course of action, other than emergency measures carried out to minimize the loss, until you have the agreement of your insurer.

### **COMPLAINTS**

It is always our intention to provide a first class service, however if at any time you are dissatisfied with the service we provide you should in the first instance contact us in writing or by phone (to our complaint line). Please address your complaint to: Trevor Brooks, Compliance Manager at the A-One address stated above. Alternatively you may wish to email: [complaints@aoig.co.uk](mailto:complaints@aoig.co.uk). Please provide details of your complaint together with details of the policy the complaint relates to and the policyholders name and address, in full. If your complaint cannot be resolved immediately, you will be sent details of our complaints procedure. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service

### **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

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

Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, such as motor or employers liability insurance, advising and arranging is covered for 100% of the claim without any upper limit. Further information about the compensation scheme arrangements is available from the FSCS, via their website <http://www.fscs.org.uk/>