

TERMS OF BUSINESS

About us

Ingram Hawkins and Nock Limited, The Old Dispensary, Worcester Street, Stourbridge, West Midlands, DY8 1AN (Tel 01384 375555) is authorised and regulated by the Financial Conduct Authority (FCA). We are permitted to arrange, advise on, deal as an agent of insurers, and assist in claims handling with respect to non-investment insurance policies. You can check these details on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk> or by contacting the FCA on 0800 111 6768. Our FCA register number is 308834.

Our Service

Unless otherwise confirmed, we will provide advice, and make recommendations, once we have assessed your needs. Additionally, we will assist you with arranging insurance cover with Insurers to meet your requirements or where requirements cannot be fully met, provide you with enough information to enable you to make an informed decision; helping you with any changes or claims that you may need to make to your insurance during the policy period; telling you when you need to renew your policy in time to allow you to consider your options and arrange any continuing cover. If your premium is paid by instalments to the insurer we will instruct insurers to maintain cover beyond renewal date, and to continue to withdraw premium from your bank account, unless you instruct us to the contrary. We act on your behalf in selecting an appropriate policy to meet your needs and in assisting you with claims matters. We may either act on your behalf, or on behalf of the insurer, in arranging your cover. Please let us know if you would like confirmation of the situation for any policy arranged for you. We will take your reading of these Terms of Business and your instructions to arrange cover to indicate that you understand and have given your consent for us to operate in this way. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

Products offered

We provide advice based on products from a range of Insurers.

Providing information to your insurers

Your insurance is based upon the information provided to the insurance company. Unless otherwise indicated by the specific insurer underwriting your particular policy, the following circumstances apply.

For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) this means that you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All other customers must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before arranging or renewing your insurance policy, and throughout the policy period, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it. In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers (anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role). You must also consult with anyone who has particular knowledge about the risk to be insured. Failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid or an additional premium may be incurred.

Credit references

In providing a quotation or cover for you, a credit check may be completed on you. The fact that such a credit check has been completed will appear on your credit report whether or not your application proceeds.

Fees and charges

We are remunerated by commission from insurers and premium finance providers for arranging your insurance and associated finance. We may also earn income from insurers based on the overall performance of our account with them and not directly related to your insurances. We may apply administration charges to new business and renewal transactions. These will be communicated to you before you purchase cover. We also reserve the right to make an administration charge not exceeding £10 for mid-term changes and the provision of duplicate documents. You may ask us to explain our earnings to you at any time. Any fees charged are non-refundable. On return premiums we have to repay commission to insurers, we will therefore deduct commission from any return premium due to you.

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 Complaints Director at the above address. You may be entitled to subsequently refer it to the Financial Ombudsman Service (FOS). Further information is available by calling the FOS on 0800 023 4567 or at <http://www.financial-ombudsman.org.uk>

Awareness of policy terms

It is your responsibility to read your policy document to satisfy yourself that the cover meets your requirements. Should you have any queries, or concerns, please contact us immediately.

How to cancel

You may have a statutory right to cancel your policy within a short period. Please refer to your policy summary or your policy document or renewal notice for further details. If you wish to cancel outside this period cancellation rights will be as detailed in your policy document.

How to claim

Please call us immediately if you suffer a loss and we will advise you on the appropriate course of action.

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. The FCA may ask us to provide it with access to our customer records in order that it may carry out a review of our activities. Some or all of the information you supply to us in connection with your insurance proposal may be passed to third parties for underwriting and claims purposes. Under the Data Protection Act 1998 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 the Managing Director at the above address.

If you wish to pay your premiums by instalments your details will be passed to our third party instalment provider, Premium Credit Limited. They will send you a welcome pack detailing their full terms and conditions. If you have any questions about your instalments you should contact Premium Credit on 0844 736 9836. On renewal of your policy we will continue to pass your details to Premium Credit unless you instruct us otherwise.

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 insurance is treated as being paid for), or we hold it in a client bank account on trust for you. We operate a 'Non Statutory' Trust Account for client money. This means that we may use funds held for you to pay premiums on behalf of customers who have not yet paid us or to provide returns of premium to customers when we have not received the return premium from the insurer. We may need to transfer your money to another intermediary in some cases in order to complete the arrangement of cover for you, however your money will be protected at all times because of our requirements under the FCA rules. We also reserve the right to retain interest earned on this account. We will take your reading of these Terms of Business and your instructions to arrange cover to indicate that you understand and have given your consent for us to operate in this way.

Compensation arrangements

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 and the circumstances of the claim. 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. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or at <http://www.fscs.org.uk>

Instalment defaults

If any direct debit or other payment due in respect of the credit agreement you enter into with Premium Credit Limited (PCL) to pay insurance premiums is not met when presented for payment or if you end the credit agreement with PCL or if you do not enter into a credit agreement with PCL we will be informed of such events by PCL.

If you do not make any other arrangements with us to pay the insurance premium you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance (or, if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and to collect any refund of premiums which may be made by the insurer and if any money is owed to PCL under your credit agreement pay it to PCL or if PCL have debited us with the amount outstanding use it to offset our costs.

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