

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 and act as Credit Broker. 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. We will write to you 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 and associated premium finance to meet your needs and in assisting you with claims matters. We hold a limited authority to settle your claims on behalf of certain insurers. We act as an intermediary in arranging cover and premium finance with your provider. 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

For the majority of insurances, we provide advice based on products from a range of Insurers. However, for the National Masonic Scheme policy, we place all covers with Allianz. The insurer has been selected as a bespoke facility has been agreed with them, including benefits specifically designed to meet the needs of Masonic risks. For this reason, we will not carry out what the FCA describe as a "fair and personal analysis of the market" but provide our recommendation based on the specialist Masonic product only.

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 (a percentage of your premium or finance charge) 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. You may ask us to explain our earnings to you at any time. Any fees charged are non-refundable.

Complaints

It is our intention to provide a high level of service at all times. However, if you have a 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 0845 080 1800 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 Personal Data (data)

We are the Data Controller for the data you provide to us. We need to use your data in order to arrange your insurance and associated products and for marketing purposes (please let us know if you would prefer not to receive marketing information from us). You are obliged to provide information without which we will be unable to provide a service to you. We may pass your data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators. We process all data in the UK but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of your data. In order to protect our legal position, we will retain your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data. You can request copies of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). If you wish to complain about how we have handled your data, you can contact us and we will investigate the matter. If you are not satisfied with our response or believe we are processing your data incorrectly you can complain to the Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113

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. 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 020 7892 7300 or at <http://www.fscs.org.uk>