

## Terms of Business

### Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

- The section headed 'Use of personal data', and specifically the paragraph explaining how 'sensitive personal data' will be used.

If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact Christopher Trigg Limited, 1 Norfolk Court, Norfolk Road, Rickmansworth WD3 1LA. Telephone 01923 712434.

These terms of business are governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business, we both irrevocably submit to the non-exclusive jurisdiction of the English courts.

### The Financial Conduct Authority

Christopher Trigg Ltd is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is: 121488.

Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. We are also permitted to introduce to an insurer/premium finance provider(s) in respect of general insurance policies on behalf of our clients.

You may check this on the Financial Services Register by visiting the FCA website, [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting the FCA on 0800 111 6768.

### Our Service

Our role is to advise you and, after we have assessed your needs, to make a suitable recommendation. In some circumstances we do not provide advice and we will therefore confirm in separate documentation whether or not any advice or recommendation has been made before finalising your insurances. In providing our service, we may sometimes act as an agent of the insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf.

We will not provide further advice or recommendations following the arrangement of insurance cover, unless you notify us of a material change of circumstances or formally request that we review your insurance arrangements.

At renewal, unless we present you with a quote for cover with an alternative insurer, we may not offer advice or make recommendations (unless you request this during the renewal process).

## Commercial Services

We select commercial insurance products from a range of insurers, but for certain products, we may only select products from a limited number of insurers or only offer products from a single insurer. Where we select products from a limited number of insurers you may ask us for a list of the insurers we deal with for these products. We also use a single finance provider and will give you further information about this before we finalise your insurance arrangements. If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised.

We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

## Complaints

Our aim is to provide all of our clients with an excellent level of service. However we recognise that there may be an occasion, when you do not feel satisfied with the service you have received from us. We take complaints very seriously and with this in mind we have developed a Customer Complaints Procedure which lets you know how you can get in touch with us and how we will deal with your complaint or issue.

Should you need to make a complaint, please contact our Complaints Manager, Dominic Trigg using any of the following methods:

In person

In writing – Christopher Trigg Limited, 1 Norfolk Court, Norfolk Road, Rickmansworth, Hertfordshire. WD3 1LA

By telephone – 01923 712434

By email – [dtrigg@christophertrigg.co.uk](mailto:dtrigg@christophertrigg.co.uk)

We will endeavour to resolve your complaint by the close of business of the next working day. However, if this is not achievable, you can be assured that we will deal with your complaint promptly and fairly, in line with our formal complaint handling procedures listed below:

- We will write to you within five working days to acknowledge your complaint and provide details of who is handling your complaint.
- We will keep you informed of the progress of your complaint as our investigations proceed.
- We aim to provide a final response to your complaint within eight weeks from receipt of your complaint.
- If we cannot provide you with a final response within eight weeks from the date of receipt of your complaint, we will outline the reasons for the delay and provide you with an indication of when you can expect a response.
- When investigating your complaint, we will take into account any financial losses or material inconvenience you have suffered. Our final response letter will set out the reasons for our decision and we will make it clear to you, as to whether we accept or reject your complaint.
- If you are in any way dissatisfied with our final response, or if we have been unable to provide our final response to you within 8 weeks of receiving your complaint, **you have the right to refer your complaint to the Financial Ombudsman Service (FOS) free of charge** if you are:
  - an individual consumer.
  - a natural person acting for purposes which are outside your trade, business, craft or profession or
  - a micro enterprise ( an enterprise that employs fewer than ten people and whose annual turnover and/or annual balance sheet total does not exceed EURO 2 million) or
  - a charity which has an annual income of less than £1 million at the time the complainant refers the complaint; or
  - a trustee of a trust which has a net asset value of less than £1 million at the time of the complainant refers the complaint.
  - a consumer who is a member of any business, charity or trust who is complaining as a beneficiary of a group policy.

The Ombudsman might not be able to consider your complaint if:

- what you're complaining about happened more than six years ago, and
- you're complaining more than three years after you realised (or should have realised) that there was a problem. If we think that your complaint was made outside of these time limits we will leave this matter for the Ombudsman to decide. If the Ombudsman agrees with us, they will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. If you do decide to refer your complaint to the Ombudsman you must do so within six months of the date of our final response letter. If you do not refer your complaint to the Ombudsman within six months of the date of our letter, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. Very limited circumstances include where the Ombudsman believes that the delay was as a result of exceptional circumstances.

The FOS offer an independent service for resolving disputes and you may contact the FOS by:

- Calling their consumer helpline on 0800 0 234 567 (free for people phoning from a "fixed line" (for example, a landline at home) or 0300 123 9 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)
- Writing to them at Exchange Tower, London E14 9SR
- Emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- FOS website: <http://www.fos.org.uk/>

We will include a copy of the Financial Ombudsman Service's leaflet 'Your Complaint and the Ombudsman' in all resolution and 8 week response letters.

## Solvency and Compensation

We do not guarantee the solvency of any insurer we place business with. We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit broking. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or [www.fscs.org.uk](http://www.fscs.org.uk)

## Bribery & Corruption

Our company culture and ethics mean that we do not bribe or use any other means to improperly influence the decisions of clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act.

## Claims Handling Arrangements

You Should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

### Payment for Our Services

We normally receive commission from insurers when placing your business and from premium finance providers when arranging finance for you. We occasionally receive additional remuneration from insurers, finance providers and other associated business partners for business we place with them. We also charge you for handling your insurances, as follows: New business and renewals will be subject to an administration charge of £50, all policy adjustments and alterations will be subject to an administration charge of £50. Any temporary adjustment(s) /alteration(s) or request(s) for duplicate documents will be subject to an alteration fee of £25. However these charges may vary, in which event we will confirm the different charges on a case by case basis, before conclusion of the contract. You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. We also draw your attention to the sections headed 'Cancellation of Insurances' and 'Ending your Relationship with Us'.

### Handling Money

Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. However, if Risk Transfer does not apply, such monies will be held by us in a Statutory Trust account set up in accordance with FCA rules. Interest earned on monies held in such a Statutory Trust account will be retained by us. For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to insurers.

### Cancellation of Insurances

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us. In the event of cancellation, charges for our services will apply in accordance with the 'Payment for our Services' section above.

The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires, please refer to Insurers policy documentation for details.

### Ending your Relationship with Us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for the services provided.

### Your Responsibilities

You are responsible for providing the complete and accurate information which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy and at renewal, but it also applies throughout the life of a policy. If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid. You must check all details on any Proposal Form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure

that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy. You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

### **Use of Personal Data**

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers which may also provide us with business and compliance support. We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you in order to promote products or services which may be of interest to you, we will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information you signify your consent to its being processed by us in arranging and administering your insurances. Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please contact Christopher Trigg Limited, 1 Norfolk Court, Norfolk Road, Rickmansworth WD3 1LA. Telephone 01923 712434.

To help make sure you receive a competitive quotation, offer of appropriate payment options, protection against fraud and to verify your identity, insurers may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

### **Conflict of Interests**

Occasions can arise where we or one of our clients or product providers, may 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 and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.