

## **COPPERGATE INSURANCE SERVICES LIMITED**

### **Terms of Business Agreement for Clients insured under Schemes or Affinity Group Policies**

**This is an important document. Please read carefully and retain.**

**Oct 2008**

#### **COPPERGATE INSURANCE SERVICES LIMITED:**

Coppergate Insurance Services Limited ('Coppergate') of Ability House, 121 Brooker Road, Waltham Abbey, Essex, EN9 1JH is authorised and regulated by the Financial Services Authority (registration number 306424) to give advice on and arrange non-investment insurance contracts. This includes acting as an agent in such contracts and assisting in the administration and performance of same.

You can check this on the FSA's Register by visiting the website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234. Coppergate is also a member of the Institute of Insurance Brokers (IIB)

#### **PRODUCTS AND SERVICES:**

Coppergate Insurance Services Limited manages a number of insurance schemes. The choice of insurer is limited by the nature of the scheme although the insurer (or panel of insurers) is reviewed from time to time. Certain insurance products, including those offered alongside a scheme policy, will be offered from a single insurer.

We can provide a full list of insurers we can offer insurance from. The company cannot advise on or arrange insurance protection for life, pensions or investments products.

#### **INSURER SECURITY:**

Whilst care is exercised in the choice of insurer to meet your insurance needs, Coppergate cannot guarantee the solvency of any insurer or underwriter.

#### **DISCLOSURE OF MATERIAL FACTS:**

You have a duty to disclose all material facts when proposing for insurance. This duty applies throughout the life of the policy and at each renewal date. A material fact is something which may influence the underwriter in the acceptance of the insurance. Such facts will vary according to the type of policy concerned but would include any criminal conviction (other than spent convictions), motoring conviction (in the case of motor insurance), a change in the use of your premises (or vehicle), or any circumstances of which you are aware that might give rise to a claim under this policy. The duty of disclosure includes all persons resident at the property or, in the case of motor insurance, all persons who may drive. Failure to declare a material fact may invalidate your insurance. If you are in any doubt as to whether a fact is material to the insurance you should declare it. All material facts should be declared in writing. Coppergate cannot accept responsibility for any failure on your part to declare material facts.

#### **CHANGES AND MID-TERM ALTERATIONS:**

You must advise Coppergate, or your insurer, immediately of any change in the risk or alterations required to the protection afforded by your policy. No change or alterations will be valid until communicated to and accepted by insurers and any change in policy terms and conditions or premium accepted by you. See also Disclosure of Material Facts above.

#### **QUOTATIONS:**

We will confirm quotations in writing, where requested. Specimen policies and other relevant information can be provided to assist you in your decision whether to proceed with the insurance. Unless otherwise stated, quotations will generally be valid for a period of 30 days from the date the quotation is offered.

#### **RENEWAL OF YOUR POLICY:**

Except where a review of your policy has already been undertaken, or as expressly referred to in any pre-renewal correspondence, renewal of your policy is invited on the basis that there have been no changes in the risk and that all material facts have been disclosed.

#### **PREMIUM PAYMENT & PROTECTING YOUR MONEY:**

Premiums fall due for payment in full on or before inception date of cover or policy renewal date except where credit terms are agreed or where some other provision has been communicated in writing. Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent for the insurer (in which case your policy is treated as paid for), or we hold it in a client bank account on trust for you. We may transfer your money to another intermediary in some cases. However your money will be protected at all times because of the requirements of FSA rules. We also reserve the right to retain interest earned on this account.

Coppergate is required to notify insurers of all premiums that remain outstanding after 14 days of inception or renewal date, which may result in cancellation of the policy.

Please be aware that a default in the payment of any monthly instalment via the Premium Credit instalment facility may lead to the cancellation of the insurance policy from the date of the default

#### **TRANSACTION CHARGES:**

Except in special circumstances Coppergate does NOT charge any form of administration or policy handling fee however, in order to meet certain insurance needs, we may outsource to underwriting agents or specialist scheme administrators some of whom charge a fee. We undertake to advise you in writing of such fees before you commit to the insurance.

#### **CLAIMS:**

You should notify your insurer or Coppergate (as stated in the 'Important Information, Terms and Conditions' and the certificate which will be issued upon receipt of the payment of the premium) immediately you become aware of any incident that is likely to give rise to a claim under your policy. Failure to do so may place you in breach of policy conditions and your claim may be repudiated and/or your policy invalidated. Notification to Coppergate is not deemed by insurers to be notification to them. You should complete a claim form, where called upon to do so, and provide all other documentation in support as soon as practicable. Coppergate will provide assistance and advice as necessary.

You have a duty to mitigate your loss (to act as though you were uninsured) and to keep all costs and expenses to a minimum. Please do NOT admit liability, since this may prejudice your insurer's position; and forward any writ, summons or third party correspondence immediately to Coppergate or your insurers, unanswered.

#### **BLOCK TRANSFERS:**

For certain classes of business we may operate block insurance arrangements in order to provide competitive terms. On occasion it may be necessary for us to transfer such blocks from one insurer to another where it is beneficial to our clients. This Terms of Business document constitutes both your acceptance that we may do so and your prior request for us to do so.

#### **DATA PROTECTION ACT:**

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, with your consent, in relation to administering your insurance or where law requires us. As part of the FSA's duties, we may be asked to provide access to our customer records in order that they may carry out a review of our activities.

Some or all of the information you supply to us in connection with your insurance proposal will be held on computer and may be passed to other insurance companies 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 a director at the address above.

#### **RIGHT TO CANCEL (not applicable to Commercial clients):**

You may cancel the policy if within 14 days of receipt of the policy you decide that the insurance is unsuitable or does not meet your needs. Provided that you communicate such instructions in writing and return the policy and any certificates marked 'cancelled' we will issue a full return of premium; the policy being regarded as 'not taken up' and cancelled from inception.

#### **SERVICE STANDARDS:**

We undertake to deal professionally and expeditiously with all enquiries and to provide you with an answer as soon as practicable and within any deadline agreed. Where delays occur due to circumstances outside of our control we will keep you informed of progress and keep the matter under close review until resolved. We also undertake to provide you with full written details of your insurance protection when requested and to pass on all policy documentation as soon as it has been issued.

#### **COMPLAINTS:**

If you have reason to make a complaint about our service you should contact a director of Coppergate Insurance Services. Our address is Ability House, 121 Brooker Road, Waltham Abbey, Essex, EN9 1JH and our telephone number is 01992 656 920.

The directors are Malcolm Loftus, Steve Davies and Tony Russell.

Your complaint will be acknowledged within five working days. Within four weeks you will receive either a final response or an explanation as to why the complaint has not yet been resolved together with an indication of when a final response will be provided.

Within eight weeks you will receive a final response, or if this is not possible, a reason for the delay plus an indication of when a final response will be provided. If compensation or redress is felt to be appropriate details of this will be provided. If it is felt that your complaint is not justified you will be provided with full reasons for this decision.

If after eight weeks you are not satisfied you may refer your complaint to the **Financial Ombudsman Service** if you cannot settle your complaint with us. You can contact the Financial Ombudsman Service by telephone on 0845 080 1800 and further information is available at <http://www.fos.org.uk/>. If you decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected. Firms with a turnover in excess of £1,000,000 do not have access to the Financial Ombudsman Service.

#### **FINANCIAL SERVICES COMPENSATION SCHEME:**

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. This depends upon the type of business and the circumstances of your claim. For compulsory classes of insurance, 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** on **020 7892 7300** or by visiting <http://www.fscs.ork.uk>

Your policy will set out the procedure to follow if you have a complaint against your insurer although please contact Coppergate in the first instance.

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