

# YOUNGSON INSURANCE CONSULTANTS

## TERMS OF BUSINESS

### OUR STATUS

The Financial Conduct Authority regulates sales, advisory and service standards, to make sure that general insurance clients are treated fairly.

Youngson Insurance Consultants is an independent Insurance Intermediary. We are authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registered number is 126630. Details of our firm can be checked on the FCA Register at <https://register.fca.org.uk> or by telephone on 0800 111 6768.

### DEFINITIONS

The FCA rules classify customers into two types, namely:-

- A **Consumer** is any natural person who is acting for purposes which are outside their trade or profession.
- A **Commercial Customer** is a customer who is not a consumer.

Some of the FCA rules vary, dependent on whether you are a retail or commercial customer. Where such variations affect this Terms of Business, they have been clearly highlighted in the paragraph headings.

### OUR SERVICE INCLUDES

- Investigating and assessing your insurance needs
- Advising you on your insurance needs
- Arranging your insurance cover with insurers to meet your requirements
- Helping with any ongoing changes you have to make
- Issuing policies on behalf of certain insurers

### WHOSE PRODUCTS DO WE OFFER

- We offer products from a range of insurers for Private Motor Insurance.
- We offer products from a limited number of insurers for Household Insurance and deal predominantly with **Axiom Underwriting** who we have selected as offering good value and service.
- For some policies we may offer a restricted sample (i.e. we would only offer a limited range of policies).
- You can request from us a list of Insurers from whom we offer insurance.

There may be instances where Youngson Insurance Consultants will refer cases to a third party specialist insurance broker. Should this be the case, we will inform you of any such arrangement.

### CHARGES & FEES

Youngson Insurance Consultants is normally paid a commission by an insurance provider for arranging a policy and also receives commission from finance providers when arranging loans (details available on request).

Under normal circumstances we do not make charges. We do however reserve the right to do so but will inform you of any such charge, should this be the case. The specific charge and purpose of any additional charges will always be advised to you in advance. In circumstances where a return of premium is due and the amount due is less than £10-00, no payment will be made in view of the administration costs of doing so.

**Mid Term Adjustments:** £10-00 to cover the additional work we do in obtaining fresh documents and checking them.

**Cancellations:** We regard a cancellation as a mid-term adjustment and therefore the above charges apply.

**Replacement Certificates or Cover Notes:** We charge £10-00 for replacement certificates or cover notes.

### ACTING IN YOUR BEST INTERESTS

We undertake to always act in your best interests and, where appropriate, make a valid assessment of your demands and needs for insurance. Our advice will be unaffected by commission earnings or other inducements offered by any insurance provider, unless we advise you prior to the completion of the insurance contract.

### CONFLICTS OF INTEREST

Occasions can arise where we have a conflict of interest for example where we were acting for two clients that are parties to a dispute over liability. If this situation arises we will inform you of the conflict and ask for your informed consent to continue to act for you. Where it is not possible to manage the conflict through disclosing then we will need to withdraw from acting for one or both parties.

### PAYMENT OF PREMIUMS

We normally accept payment by way of electronic fund transfer, debit card, guaranteed cheque or cash. **We do not accept payment by credit card.** Where a debit card payment is accepted we confirm that all details taken by us for this purpose will be held securely and used for no other purpose. You may be able to spread your payments through Insurance Company instalment schemes, Close Premium Finance or a credit scheme, which we have arranged with a finance provider. A service charge will usually be levied by the Insurer or finance company for this service. We will give you full information about your payment options when we discuss your insurance in detail.

### CLAIMS HANDLING

If you wish to make a claim under your policy please contact us immediately if the instance occurs between the hours of 9am - 5.00pm Monday to Friday. Outwith these hours many Insurers have a 24 hour helpline, and details of how to contact the Insurer can be found on your policy document or schedule. In the event of a claim you should not admit liability, nor agree to any course of action other than emergency measures carried out to minimise the loss, until you have agreement from your Insurer.

Please note that some insurers state that notification of a claim to Youngson Insurance Consultants is not deemed to be notification of a claim to them until they are formally notified of the claim either by Youngson Insurance Consultants or by you. We endeavour to do this as quickly as possible in all instances. **Youngson Insurance Consultants does not have a delegated authority to pay claims and therefore in the event of a claim will act on your behalf.**

### CANCELLATION RIGHTS (APPLIES ONLY TO CONSUMERS)

You have a right to cancel the general insurance contract within 14 days. The cancellation period begins on the later of:-

- the day of the conclusion of the contract; or
- the day on which you receive the contractual terms and conditions and information in a durable medium.

### COMPLAINTS PROCEDURE

If you have a complaint concerning the service you receive from us please write to Mr Ian Bremner, 3 Main Street, Turriff, AB53 4AA. If you are dissatisfied with the way that we have dealt with your complaint or with our findings, you may refer the matter to the Financial Ombudsman Service (FOS), an Independent Arbitrator. Further details can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **COMPENSATION ARRANGEMENTS**

If you make a valid claim against Youngson Insurance Consultants in respect of the insurance we arrange for you and we are unable to meet our liabilities in full, you may be entitled to redress from the Financial Services Compensation Scheme (FSCS). This depends on the type of business and the circumstances of the claim (see below). Insurance arranging and advising is covered for 90% of the claim with no 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 arrangements is available from the Financial Services Compensation Scheme (FSCS) and the Financial Conduct Authority.

## **ELIGIBILITY FOR USING FINANCIAL OMBUDSMAN SERVICE OF FINANCIAL SERVICES COMPENSATION SCHEME**

All clients who are buying insurance for themselves as a "Consumer" and "Commercial Customers" where the business for which they are purchasing insurance has a turnover of less than £1M per year, are eligible to use these two facilities. Businesses purchasing insurance who have a turnover greater than £1M per year are not eligible to use these services.

## **PROTECTION FOR CLIENTS' ASSETS**

European legislation has set out necessary measures that should be taken by insurance firms to offer adequate protection for clients' assets when the firm is responsible for them. There are two particular approaches, which firms can adopt:

- The first is to provide by law or contract for a transfer of risk (see next paragraph)
- The second is that clients' money is transferred to strictly segregated client trust accounts. These client accounts can be written under a statutory or non-statutory trust.

## **HOLDING MONEY AS AN AGENT OF AN INSURER (RISK TRANSFER)**

When an insurance intermediary such as Youngson Insurance Consultants acts as agent for an insurer (to receive and handle premiums, claims money and premium refunds) the insurer bears the risk for any losses that may arise from the (albeit unlikely) failure of an intermediary to make a transfer of premiums, claims money or premium refunds. Such failure could occur, for example, because it is lost through either party's insolvency. When the insurer bears the risk for such losses, we and the industry, often refer to this as 'risk transfer'.

Depending on the insurer, Youngson Insurance Consultants may act as their agent for the purpose of:

- receiving and holding premiums [i.e. we have the authority to commit the insurer to risk]
- premium refunds [i.e. – we have the authority to make refunds of premiums on behalf of the insurer]

In theory, clients should be adequately protected because premiums will be treated as being received by the insurer when Youngson Insurance Consultants actually receive them. Premium refunds will only be treated as received by you when they are actually cashed by you.

**Where Youngson Insurance Consultants holds your money as Agent of the Insurer, this will be explained separately in writing, including where relevant, any (insurer specific) restrictions placed on the premiums, refunds and claims monies.**

## **CLIENT MONEY ACCOUNTS**

Where Youngson Insurance Consultants does not act as agent of an insurer, when you pay your premium to us, we hold it in a **Statutory Trust bank account.**

## **CREDIT CHECKING CONSENT**

To ascertain the most appropriate payment options for you to protect you from fraud, we use public and personal data from a variety of sources including a credit reference agency and other organisations. Our search will appear on your credit report whether or not your application proceeds. By agreeing to the terms of business you agree to these uses of information.

## **DATA PROTECTION**

So that we may fully understand your circumstances and requirements, Youngson Insurance Consultants will need to collect information about you which we will hold as Data controllers under the Data Protection Act 1998.

Our regulator the FCA requires us to keep records of our business transactions for at least 3 years. Some records are required to be held for longer. However, we will not keep records longer than is necessary. To protect your privacy, you, or your appointed agent, have a right to inspect computer (and certain manual) records relating to yourself and your transactions through ourselves and where appropriate have it corrected or deleted. All such requests for information must be referred to Ian Bremner. As we treat all our clients' records as private and confidential, we reserve the right to give you copies of your records, where in certain circumstances to release the original would compromise other clients' confidentiality.

You are also aware that we or any such company may contact you in the future by any means of communication considered appropriate at the time in relation to the matters mentioned. There may be occasions where our regulator the FCA, as part of their regulatory function, requests to look at your personal information or records of your transactions, as held by ourselves. They may also need to contact you directly. On such occasions, you agree that we may disclose such information to the FCA and that the FCA may contact you directly if they so require.

We may also pass information about you to credit reference agencies for the purposes of arranging payments by instalments, and may also pass to them details of your payment record with us. Youngson Insurance Consultants will use and disclose the information we have about you in the normal course of arranging and administering your insurance. You agree that Youngson Insurance Consultants may on occasions use your personal details or share your information with other carefully selected organisations, so that they, or we can inform you of other products and services which may be of interest, either by telephone, post, or other appropriate methods.

If you do not wish to receive such marketing information from us, or to allow us to disclose information about you to other parties for marketing purposes, please contact us as soon as possible to advise.

**Please note that by accepting these Terms of Business you specifically agree to information about you being used or disclosed in the manner described.**

Note: If you change your mind, in the future, and decide you **no longer wish** to receive marketing information from us, or for us to disclose information about you to other parties for marketing purposes, simply tell us when you next call, or write to us.

## **TERMINATION OF THIS AGREEMENT**

Termination is without prejudice to any transactions already initiated, which will be completed according to these terms of business unless otherwise agreed in writing. You may terminate your instructions to us at any time. We reserve the right to require such termination to be in writing. We may terminate this agreement by giving you a minimum of fourteen days notice. No penalty shall be payable on any termination but we shall be entitled to remuneration for work undertaken prior to such termination. Any such termination shall be subject to completion of any transactions, which are in progress at that time.

## **COMMERCIAL CUSTOMER**

### **Disclosure and Changes**

You are responsible for providing complete and accurate information which insurers require in connection with any proposal for insurance cover. You have a duty to give a fair presentation of risk to the insurer. You should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and, where applicable, your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know. It should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

The information must be presented in a way which would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information you should speak to us. You need to take into account the size & complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. 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 or mean that claims may not be paid.

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.

### **Renewals**

Renewals are invited on the understanding that there have been no Changes (as defined under Mid Term Adjustments below). Where it has not been possible to forward a renewal notice to you, this will, whenever possible, be made available upon request.

### **Mid Term Adjustments**

If there are any changes to your circumstances that may affect the risk of loss in relation to your Insurance Policy ("Changes"), amendments to your Insurance Policy after inception can normally be arranged. To request an amendment, you must provide full details of the Change(s) to us if we continue to be appointed as your insurance broker. We will provide details of the Change(s) to your Insurer. Insurers will provide you with a quotation in relation to the Change(s). Change(s) must be accepted by your Insurer and adjustments to your Policy will not be made until payment of any premium required by the Insurer has been made.

Quotations for mid-term adjustments will be based on the difference between the premium for your original Insurance Policy and the amendment premium and then calculated on a pro rata basis to the normal expiry of the policy, unless otherwise determined by the Insurer.

## **CONSUMER**

### **Initial Details and Changes**

In order to seek appropriate cover, you will be asked to provide details to us so that we can select insurance cover that meets your requirements. You may also be asked to provide further details to us when your cover is up for renewal.

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information which insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your 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 or mean that claims may not be paid.

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Quotations for Mid-Term Adjustments will be based on the difference between the premium for your original Insurance Policy and the amendment premium and then calculated on a pro rata basis to the normal expiry of the policy, unless otherwise determined by the Insurer.

Insurance Premium Tax and a reasonable transaction charge may be added if applicable.

## **CONSENT**

**BY ACCEPTING THESE TERMS OF BUSINESS WE ASSUME THAT YOU AGREE TO THE TERMS AND CONDITIONS DETAILED HEREIN. IF WE RECEIVE PAYMENT OR A COMPLETED DIRECT DEBIT MANDATE FROM YOU, AND HAVE NOT RECEIVED CORRESPONDENCE TO THE CONTRARY, WE WILL TAKE RECEIPT OF THE PAYMENT OR DIRECT DEBIT MANDATE AS A FURTHER INDICATION OF YOUR AGREEMENT TO THESE TERMS. IF YOU ARE UNHAPPY WITH ANY ASPECT OF THESE TERMS OF BUSINESS OR WISH CLARIFICATION ON ANY ASPECT PLEASE CONTACT US ON TELEPHONE NO. 01888 562689 OR CALL IN TO OUR OFFICE TO DISCUSS.**