

## **Terms of Business**

### **Introduction**

Please read this document carefully. It sets out the basis on which we will provide our services to you and clarifies our regulatory status. It also contains certain responsibilities that you have to us and to Insurers.

### **The Financial Services Authority**

The Federation of Holistic Therapists are authorised and regulated by the Financial Services Authority (FSA) under FSA register number 502095

Our FSA permitted business activities are advising, arranging, dealing as an agent and assisting in the administration and performance of general (non-investment) insurance contracts.

You may check our regulatory status by visiting the FSA website at [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting them on 0845 606 1234.

### **About our service**

We are an independent insurance intermediary and offer a specialised range of products and services from a selected range of insurers to match your insurance needs. Our service includes advising you on your insurance needs, arranging your insurance cover, helping you with and processing any changes you have to make. We can also assist you with making a claim if required.

A list of Insurers from which we offer insurance is available on request.

We will advise you of any inability to place your insurance.

For the purposes of this agreement, we will treat you as a Commercial Customer.

### **Insurance quotations**

Before your insurance arrangements are concluded or you become liable to pay a fee (whichever is earlier), you will receive a quotation, which will tell you the total price to be paid; any taxes, administration fees or other charges will be detailed separately. Full payment of premium, taxes and fees or other charges is due before cover commences.

Quotations may be valid for a specified period and may be subject to requests for additional information as required by insurers, for example, a satisfactory proposal form. Consequently, quotations may be subject to change in respect of the amount of premium indicated and/or the terms and conditions that are applied.

### **Your responsibilities**

You are responsible for providing complete and accurate information to the Insurers when you take out a policy, throughout the life of a policy, when you renew a policy and when you make a claim. This means you must give complete and accurate answers to any questions put to you in connection with any proposal for insurance cover or at renewal and throughout the life of a policy. Please note that if you fail to disclose any material fact this could invalidate the policy and mean that claims may not be paid. Material facts are those that your Insurer would regard as likely to influence the assessment and acceptance of your insurance. If you are unsure what facts are material facts, you should still give us the information. You should check all details on any proposal form, claim form or Statement of Facts and pay particular attention to any declaration you may be asked to sign. You do not need to tell us about convictions that are regarded as "spent" under the Rehabilitation of Offenders Act 1974.

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

You should inform us immediately of any changes in circumstances that 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.

### **Policy documentation**

You should read all insurance policy documents sent to you. Please ensure you understand the policy terms, conditions and warranties in them and are able to follow their requirements exactly. If there is anything you do not understand, please advise us immediately so that we can explain it to you, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach, and/or repudiate a claim under your policy.

### **Claims Procedure**

You must notify us or your Insurers immediately when an incident occurs that may give rise to a claim. Failure to do so may prejudice negotiations and entitle the Insurer to deny liability for the claim.

Details of the notification procedure can be found in the policy.

Where we undertake to handle or manage claims on your behalf, we will:

- assist you in pursuing a claim under your policy
- notify Insurers on your behalf and keep you informed of your Insurer's requirements in respect of your claim
- promptly inform you of your Insurer's decision on settlement (or otherwise) of your claim
- promptly forward to you monies that we collect from Insurers in settlement of your claim.

Where you are dealing with your claim directly with your Insurers, we are available to act on your behalf if you require additional assistance, or have any problems, so please do not hesitate to contact us in this situation.

### **Renewal of your policy**

Approximately a month before the expiry of your policy, we will endeavour to contact you regarding the renewal of your policy and to give you the renewal premium and terms for the coming year, identifying any changes. When we send the renewal terms to you we will explain how you can renew your insurance contract and how the premiums can be paid.

If you do not wish to renew the policy, please let us know as soon as possible and if you pay by instalments you should also cancel your direct debiting instruction with your bank prior to the renewal date.

### **Cancellation of insurances**

Your policy documents will detail your rights to cancel any insurance you have taken out. Depending upon the policy, you may be entitled to a 14 days 'cooling off' period during which you may decide whether to proceed with the purchase of the insurance contract. This period commences from either the day of conclusion of the contract or the day on which you receive the full policy, terms and conditions, whichever is the latter.

To cancel this insurance contract within the cooling off period, please write to us at **Federation of Holistic Therapists** 18 Shakespeare Business Centre, Hathaway Close, Eastleigh, Hampshire SO50 4SR, and return any relevant certificate of insurance to us. If you do cancel this insurance contract within the cooling off period, you may be charged a proportion of any of our fees that we have incurred.

The insurance contract can be cancelled at any time by either party in writing by giving notice in accordance with the policy terms. If you wish to give notice of cancellation, please write to us at the above address and return any relevant certificate of insurance to us. If we or your Insurers wish to cancel this insurance contract we/they shall write to you at the last known address we/ they have for you on our/ their records. In the event of cancellation outside any 'cooling-off' period, premiums are non-refundable except in exceptional circumstances.

In the event that you fail to pay the premiums by the due date, the insurance may be cancelled forthwith or by the Insurers giving notice of the cancellation.

### **Return premiums**

Return premiums will not arise if an insurance risk is reduced or a policy cancelled, unless exceptional circumstances apply. A return premium may be allowed by the Insurers depending on the precise policy terms and conditions. Insurers will not allow a return premium if any claims have been made under the current insurance contract.

### **Security (solvency of insurers)**

We do not guarantee the solvency of any Insurer with whom we place business.

If an Insurer with whom you have a policy becomes insolvent, you may still be liable for any unpaid premiums.

### **Payment for our services**

Our remuneration may be as a fee (shown separately to the premium), or as brokerage, which is a percentage of the insurance premium paid by you and allowed by the Insurer with whom the insurance is placed. Brokerage and fees are earned for the policy period and we will be entitled to retain all fees and brokerage in respect of the full policy period in relation to policies placed by us.

If you would like to know the amount of brokerage that we are paid in respect of your insurance contract, this information is available on request.

We accept payment by cash, postal order, guaranteed cheque, certain credit/debit cards or direct debit facilities.

### **Your money**

We have agreed with the Insurers to collect and hold premiums from you as agents of the Insurers. Therefore, once we have collected premiums from you, under the terms of our agreements with all Insurers, those premiums are treated as being paid to and belonging to the Insurer. You should be aware that in managing and/or arranging your insurance requirements, we may transfer money that you have paid to us, in payment of an insurance premium, to another insurance intermediary. By accepting these Terms of Business, you are giving your consent for us to act accordingly. We will remit the premiums to the Insurers, after deduction of any brokerage due to us, in accordance with the terms of our agreements with all Insurers.

Any interest earned on monies held by us and any investment returns on any segregated investments will be retained for us for our own use.

### **Confidentiality of personal data**

All personal information is treated by us as confidential and is processed in accordance with the relevant legislation. We will not use or disclose personal information without your consent, other than in the normal course of arranging or administering your insurances, except where we are required by law or regulation to disclose such information, including disclosure to regulators or law enforcement agencies. In such instances your personal information held by us may be disclosed in accordance with the legal or regulatory requirement to such third parties. Unless we are notified of any changes, we shall assume the personal and sensitive data we hold about our customers is correct and may use it to provide terms when policies fall due for renewal.

We may pass information about you to credit reference agencies for the purpose of arranging payments by instalments and may also pass to them details of your payment record with us.

Under the terms of the majority of insurers' agency agreements, we may be obliged to provide insurers with access to records and/or documents we maintain and hold on your behalf. You acknowledge this situation and consent to the provision of such

Information to Insurers where they have a contractual right to it unless you advise to the contrary by writing to the FHT. You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please contact us by writing to the FHT.

Under the Data Protection Act 1998, individuals have a right to see personal information about them that we hold in our records. A charge may be made for this service. If you wish to exercise this right, or have any related queries, you should write to the FHT.

### **Conflict of interests**

Occasions can arise where we or one of our associated companies, clients or product providers will have a potential conflict of interest with business being transacted for you. If we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment.

Where it is not possible for us to manage the conflict by, for example, disclosing it to you and obtaining your informed consent, we may withdraw from acting for you and/or for the other party.

### **Termination of authority**

Our authority to act on your behalf may be terminated by one of us giving 14 days notice to the other, or as otherwise agreed, without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. 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 will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain any and all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

### **Governing law**

This Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the non-exclusive jurisdiction of the English Courts.

### **Complaints and compensation**

We will always endeavour to provide the highest standards of service but in the unlikely event that our service does not meet your expectations, please contact our Chief Executive. We assure you that:

- We will handle your complaint fairly. In addition, as part of our quality procedures, we will also use it to improve our client service where possible
- We will acknowledge notification of your complaint within 5 working days, outlining our understanding of your comments
- We will thoroughly investigate all the points you make and write as soon as we can and certainly within 20 working days with our conclusions

A copy of our complaints procedure is available on request

If you are still not satisfied, you may refer the matter to the Financial Ombudsman Service (except in the case of commercial customers with a group annual turnover of £1million or more, charities with an annual income of £1million or more and trustees with a net asset value of £1million or more).

You may contact:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Telephone: 0845 080 1800

Fax: 020 7964 1001

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation if we are unable to meet our obligations. This depends on the type of business and circumstances of your claim. Insurance advising and arranging is covered for the first £2,000 and 90% of the remainder of the claim without any upper limit. Full details are available from:

FSCS

7th floor, Lloyds Chambers  
Portsoken Street  
London E1 8BN

Telephone: 020 7892 7300

Fax: 020 7892 7301

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk).

### **FHT**

**18 SHAKESPEARE BUSINESS CENTRE, HATHAWAY CLOSE, EASTLEIGH, HAMPSHIRE SO50 4SR UK**

Authorised and Regulated by the Financial Services Authority (FSA) under FSA registration number 502095

Registered address: 10 Romsey Road, Eastleigh, Hampshire, SO50 9AL