

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 particularly draw your attention to the section headed 'Use of personal data', specifically the paragraph explaining how 'sensitive personal data' will be used and the sub-section titled 'Credit checks.'

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us:

- in writing... **FHT, 18 Shakespeare Business Centre, Hathaway Close, Eastleigh, Hampshire, SO50 4SR**
- by phone... **023 8062 4350**
- by email... **info@fht.org.uk**

The Financial Conduct Authority

FHT is a trading style of Federation of Holistic Therapists, which is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services register number is 502095

Our FCA permitted business activities are introducing, 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 FCA website at www.fca.org.uk or by contacting them on **0800 111 6768**.

About our service

We are an independent insurance intermediary and offer a specialised range of products and services from Hiscox Limited, and if you have taken out a Homeworker policy, this is underwritten by Policyfast Limited. We do not provide advice and we will therefore confirm in separate documentation whether any advice or recommendation has been made before finalising your insurances. We can also assist you with making a claim if required.

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 advise you of any inability to place your insurance. 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 circumstance guarantee the solvency of any insurer. If an Insurer with whom you have a policy becomes insolvent, you may still be liable for any unpaid premiums

For the purposes of this agreement, we will treat you as a Commercial Customer and any information given is a non-advisory sale.

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 Governing Council using the contact details above.

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 and advising that your complaint has been passed to Hiscox Ltd for thorough investigation.

A copy of our complaints procedure is available on the FHT website: www.fht.org.uk/complaints

If you are still not satisfied, you may refer the matter to the Financial Ombudsman Service (except in the case of a business employing 10 persons or more and with a turnover or annual balance sheet total exceeding €2 million, a charity with an annual income of £1m or more or trustees of a trust with a net asset value of £1m or more). You may contact:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
P: 0800 023 4567
E: complaint.info@financial-ombudsman.org.uk
W: www.financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for:
 - compulsory classes of insurance (such as Third Party Motor or Employers Liability); and
 - 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on **0800 678 1100** (freephone) or **020 7741 4100** or **www.fscs.org.uk**.

Payment for our services

We normally receive commission from insurers and product providers. We also charge you for handling your insurances as follows:

Fee disclosure

FHT tariff fees for the following:

- New business £14.50
- Renewals £14.70
- Mid-term policy upgrade amendments £2.00
- Cancellations £0.00
- Issuing duplicate documentation £0.00
- Copies of personal data we hold about you – free of charge however, there would be a fee for large request.
- Refunds £0.00 (please be advised if outside cooling off period £14.70 admin fee is non-refundable)

You will receive a quotation that 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. Full payment of premium and fees is due before cover commences, or as otherwise stated under terms of credit, or in the debit note, invoice or statement issued to you. Failure to pay the premium due will mean that your insurance policy might not commence or that it will be cancelled.

We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

Handling money

Your money

We act as agents of the insurer in collecting premiums and handling refunds due to clients. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

Cancellation of insurances

The insurance contract can be cancelled at any time by either party in writing by giving notice in accordance with the policy terms. 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.

You should make any request for the cancellation of a policy in writing to us at FHT, 18 Shakespeare Business Centre, Hathaway Close, Eastleigh, Hampshire SO50 4SR, and any relevant certificate of insurance must be returned to us or to the

insurer concerned. In the event of cancellation, charges for our services will apply in accordance with the 'Payment for our services' section above tariff of Fees

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.

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.

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.

Ending your relationship with us

Termination of authority

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. Valid reasons may include, but are not limited to: non-payment of premium or fees; commission clawback by insurers where instructions are given to another party to handle the customer's insurance(s); failure to provide requested documentation or information; deliberate failure to comply with terms set out within the Terms of Business or insurer's documentation; deliberate misrepresentation, non-disclosure or attempted fraud; use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or supplier.

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 any administration fees and commission received for conducting these transactions, together with all fees charged by us for services provided

Your Responsibilities

You are responsible for providing complete and accurate information that 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.

Examples of material circumstances are:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.
- You do not need to tell us about convictions that are regarded as "spent" under the Rehabilitation of Offenders Act 1974.

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 consider the size & complexity of your business and allow yourself enough 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 when we ask you 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.

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 relevant 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 or pass your details to other companies associated with us 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, for which you will be charged a fee of £10. 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 write to the FHT at the address above or email us via info@fht.org.uk.

Credit checks

We, and other firms involved in arranging your insurance may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

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.

Claims handling arrangements

Claims Procedure

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.