

# TOP INSURANCE SERVICES

## Terms of Business

### Customer Charter

1. **Accepting Our Terms Of Business:** By asking us to quote for, arrange or handle your Insurances, you are providing your informed agreement to the 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 and the section headed 'Handling Money', which explains our terms for handling client money in a Non-Statutory Trust account. 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.
2. **The Financial Services Authority:** Top Insurance Services is authorised and regulated by the Financial Services Authority (FSA). Our FSA register number is 301623. Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this on the FSA's register by visiting the FSA website, [www.fsa.gov.uk/register/](http://www.fsa.gov.uk/register/) or by contacting the FSA on 0845 606 1234.
3. **Helping You To Decide:** In arranging insurance for our customers we act as an intermediary and we act on your behalf when arranging your insurance. Our service includes: advising you on your insurance needs or simply arranging your insurance cover with insurers to meet your requirements; and helping you with any ongoing changes you have to make. In some circumstances we do/do not provide advice and we will therefore confirm in separate documentation whether or not any advice or recommendation has been made before finalizing your insurances. We offer a range of general insurance products and have access to a number of Insurers with whom we place your insurance. We will give you details of these insurers when we discuss your individual requirements. Furthermore, we have arrangements / schemes with certain insurers to offer competitive insurance products that reduce your insurance costs without penalising your level of protection.
4. **Complaints & Compensation:** We are covered by the Financial Services Compensation Scheme (FSCS). 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. Insurance advising and arranging is covered for the first £2,000 and 90% of the remainder of the claim without any upper limit. Further information about the compensation scheme is available from the FSCS.  
It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet your standards, please contact Mr S Diwan either verbally or in writing, who will take details of your concerns. We will acknowledge in writing, advising you of who is dealing with your concerns and attempt to address your concerns within five working days. If our investigations take longer, we will provide a full response within twenty working days or explain our position and provide timescales for a full response. If we cannot satisfy your complaint you may be entitled to refer it to the Financial Ombudsman Service.
5. **Payment For Our Services & Handling Money:** We reserve the right to make charges, in addition to any insurance premiums, for the arranging, amending, renewing and canceling any policy of insurance. Details of charges made will be declared in all correspondence with you. **Our Administration charges are not refundable.**

Home / Motor / Travel Policy	£5 - £25
Property Owner / Retail Shop & Commercial Policy	£25 - £1000
Lost or Duplicate Certificate/Mid Term Adjustment	£10
Un-met Payment / Returned Cheque/ Late Payments/ Credit Card Payments	£8
Cancellations after the Cooling off Period - We charge 25% of the returned premium to compensate us against lost commission.	

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 as well as the transfer of claim monies. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. You will be notified if Risk Transfer does not apply and such monies will then be held by us in a Non-Statutory Trust Account pending payment. The establishment of the Non-Statutory Trust Account follows the rules which the FSA introduced to protect money held by authorised intermediaries. However you should be aware that, under the Non-Statutory Trust Account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal working office hours. If you object to your money being held in a Non-Statutory Trust Account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust Account. Interest earned on monies held in such a Non-Statutory account will be retained by us. For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

6. **Cancellation Of Insurances & Ending Your Relationship With Us:** We will give you enough information and help so you can make an informed decision before you make a final commitment to buy your insurance policy. However, you will have 14 days to change your mind and cancel the insurance contract from the date you receive the policy documentation. In this instance you should make a written request and you must return all certificates / documents to us or to the insurer concerned. You may have to pay the insurer's Time on Risk and our Administration Charges.  
Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you. Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we cannot continue providing services to you, we will give you a minimum of seven 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 services provided.
7. **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 any guidance.
8. **Use of Personal Data:** Some or all of the information which you supply to us in connection with insurance will be held on computer, passed on to your own insurers and, if applicable, other insurers when applying for alternative quotes. Rest assured that none of it will be passed on to third party companies for marketing purposes. It is possible that the data may be used by us, to inform you of other services that we can offer. By renewing your policy you give us your consent that we may hold your personal data. Please contact us if you require any restrictions to be imposed. You are entitled to a copy of all the information we hold about you
9. **Conflict of Interest:** Occasions can arise where we 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.
10. **Claims Handling:** 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.
11. **Commercial Customers Only:** If you are a commercial customer you are entitled, at any time, to request information regarding any commission which we have received as a result of placing your insurance business.
12. **Telephone Tapping:** For our joint protection telephone calls may be recorded and/or monitored.