

Terms of Business

Applying to General Insurance customers

We recommend that you carefully read these Terms that apply to our appointment by you and the services we will provide. **YOUR ATTENTION IS PARTICULARLY DRAWN TO THE SECTION IN BOLD BELOW (TRANSFER OF PREVIOUS CONTRACTS)**

Company Contact Details

J N & E Capstick Insurance Consultants Limited

Registered Office – Market Square, KIRKBY STEPHEN, Cumbria. CA17 4QT

Telephone: 017683 72285 Fax: 017683 72346 Email: sales@capstickinsurance.co.uk Website: www.capstickinsurance.co.uk

Sub Office – 36 Main Street, SEDBERGH, Cumbria. LA10 5BP Telephone: 015396 20124 Fax: 015396 20791

J N & E Capstick Insurance Consultants Limited are authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 845462. You can check this on the FCA register by visiting the FCA's website www.fca.org.co.uk or by telephoning the FCA on 0800 1116768. Our Company House number is 06872469. Registered in England and Wales.

Our Service

We offer a wide range of insurance products and have access to leading insurers in the marketplace. For some types of insurance we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service.

We are permitted to arrange, advise on, deal as an agent of insurers, assist in claims handling, help with on-going changes, introduce to an insurer/premium finance provider(s) and arrange lending facilities in respect of general insurance policies on behalf of our clients.

We will give you details of these arrangements before you make any commitment on any product we offer you and a list of the insurers used in these cases, will be available on request.

We will explain the main features of the products and services that we offer you including details of the provider, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover.

We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. In some circumstances we provide information only and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis.

Professional Indemnity – We hold professional indemnity for up to £5M. Should you believe that, because of your particular policy circumstances, this is inadequate please advise us.

TRANSFER OF PREVIOUS CONTRACTS

As you may be aware, as part of an internal reorganisation we transferred our business to J.N & E Capstick Insurance Consultants Limited with effect from 2 March 2020. As part of the business transfer, we wish to transfer any rights, obligations and liabilities under any previous contracts between you and JN & E Capstick (a partnership consisting of David Capstick and Elsie Capstick) to J.N & E Capstick Insurance Consultants Limited.

Therefore with effect from 2 March 2020:

- **David Capstick and Elsie Capstick transfer all rights and obligations under any such previous contracts to J.N & E Capstick Insurance Consultants Limited.**
- **J.N & E Capstick Insurance Consultants Limited will perform such contracts and be bound by their terms in every way as if it were the original party to the contracts in place of David Capstick and Elsie Capstick.**
- **You will perform such contracts and be bound by their terms in every way as if J.N & E Capstick Insurance Consultants Limited were the original party to them in place of David Capstick and Elsie Capstick.**

In addition, also with effect from 2 March 2020:

- **Each of David Capstick and Elsie Capstick (on the one part) and you (on the other) release and discharge the other from all claims and demands under or in connection with any contracts as noted above, including without limitation claims for negligence, whether arising before, on, or after 2 March 2020, and in each case whether known or unknown to the releasing party.**
- **Each of you and J.N & E Capstick Insurance Consultants Limited will have the right to enforce such contracts and pursue any claims and demands under them against the other with respect to matters arising before, on or after 2 March 2020, as if J.N & E Capstick Insurance Consultants Limited were the original party to such contracts instead of David Capstick and Elsie Capstick, and in each case even if such claims and demands arise in negligence.**

Definitions of Client Insurance Types (Consumer Insurance Act 2012)

A Consumer insurance contract is defined as being “wholly or mainly for purposes unrelated to the individuals trade, business or profession.”

A Commercial insurance contract is defined as being “wholly or mainly for purposes related to the individuals trade, business or profession.”

Information we need to know for Consumer Insurance Contracts

You must take reasonable care to provide complete, accurate and honest answers to the questions we ask when you take out, make changes to, and renew your policy. Please also tell us if there are any changes to the information set out in the Statement of Fact, certificate of insurance (if applicable) or on your schedule.

If any of the information provided by you changes after you purchase or renew your policy and during the period of your policy please provide us with details.

If any of the information provided by you is not complete and accurate: your insurers may cancel your policy and treat it as if it never existed, or your insurer may refuse to pay any claim, or your insurer may not pay any claim in full, or your insurer may revise the premium and/or change the compulsory excess, or the extent of the cover may be affected.

If this is a motor insurance policy, please note that it is an offence under the Road Traffic Acts to provide incomplete or inaccurate information to the questions asked in your application for the purpose of obtaining a certificate of motor insurance.

Insurers recommend you keep a record (including copies of letters) of all information provided to them or us for your future reference. A copy of the completed application form (if applicable) will be supplied on request within a period of three months after its completion.

Commercial Customers Duty of Disclosure

Your policy documents will state your customer classification.

You must, at all times act with utmost good faith towards your insurers. This means that before your policy is placed, at renewal, when varying or extending the policy (and also during the policy period if your policy contains a particular clause stating that any change in circumstances must be advised to your insurer), you must disclose to us all information, facts and circumstances which are, or ought to be, known to you and which are material to the risk. When providing information or completing a proposal form or otherwise confirming any information to us, you should take care to ensure that the details provided are complete and accurate. You should note that your duty of disclosure is not confined to answering specific questions asked by us or your insurers and that all material circumstances should be disclosed to us whether or not we or your insurer has asked for the information. Circumstances which may be considered material are:

- special or unusual facts relating to the risk;
- any particular concerns which led you to seek insurance cover;
- anything which would generally be understood as being something that should be disclosed for the type of risk in question.

If you are unsure whether a fact or circumstance should be disclosed, or whether the duty of disclosure information continues throughout the period of your policy you should disclose the information anyway as failure to do so may lead your insurer to reduce its claim payment, apply additional terms or even avoid your policy.

You should keep a record (including copies of letters) of all information provided for future reference.

Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process.

We are obliged to report to the Serious Organised Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

Terms of Payment

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

Payment Options – We normally accept payments by cash (subject to a limit), cheque, debit card or by bank transfer.

It is sometimes possible to spread payments through an insurers instalment scheme or a credit facility that we have arranged with our preferred premium finance provider. However acceptance will be subject to a credit check. If you choose to pay for your insurance premium through our selected Premium Credit finance provider, we will provide you with a breakdown of the costs of your monthly instalments and a document outlining key features of the credit agreement.

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid.

When renewal is invited and the policy is paid by monthly direct debit, we will issue a notice to you.

If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the credit provider.

If you do not make other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and if any money is owed under your credit agreement pay it to the credit provider or if we have already been debited with the amount outstanding use it to offset our costs.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

Any payment we receive from you will be held by us in a statutory client trust bank account held with Barclays. In some cases the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer.

Please make all cheques payable to J N & E Capstick Insurance Consultants Limited.

We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you.

Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of J N & E Capstick Insurance Consultants Limited.

Renewal of Contract

We will write to you in good time before your renewal date, offering your terms or in situations where we are not inviting renewal we will tell you.

Renewal of the contract is based on the information you supplied when we arranged your current contract along with any amendments you have made during the period of cover. It is important that you tell us about any changes to your requirements.

Where we offer renewal terms and your insurance is paid by continuous monthly direct debit instalments, in the absence of a response from you, we will deem this as your consent to renew automatically.

Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement.

Only by providing prompt notification of incidents can your insurance company take steps to protect your interests. Where we become aware that a potential conflict of interest exists, we will write to you to obtain your consent before carrying out your instructions.

Your policy summary and/or policy document will provide you with details on who to contact to make a claim.

Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request.

Please contact us for guidance on claiming under your policy.

Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period. You should inform our office in writing of your intention to cancel the policy.

Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Refunds section.

To enable your insurer to process the cancellation, you will need to return certificates and any official documents to our office within 30 days of your notice to cancel. These arrangements assume no claims have been made on the policy.

Charges/Fees

We usually receive a commission from an insurer when placing your business and from a finance company when arranging finance for you, this is usually expressed as a percentage of the individual loan and paid direct to us by the premium finance provider.

We occasionally receive additional remuneration from insurers, premium finance providers and other associated business partners for business we place with them. Please feel free to ask us for any further information.

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you.

Where we arrange low or non-commission paying products, we will charge an arrangement fee, and will advise you of the actual amount at the time of quotation or renewal.

These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product.

As insurance brokers we earn our income predominantly from commission paid to us by insurers based on the amount they charge you. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover.

"Clients are advised that J N & E Capstick Insurance Consultants Limited have financial incentives for policies and instalment arrangements with some insurers but, in accordance with the Treating Customer's Fairly (TCF) policy of the Financial Conduct Authority (FCA) and its own business principles, J N & E Capstick Insurance Consultants Limited will not give preference to these insurers unless it is in the best interests of the client concerned".

Bribery and Corruption

Our company culture and ethics mean that we do not bribe or use any other means to improperly influence the decisions of clients, potential clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act 2010.

Refunds

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

Your attention is specifically drawn to the following:- Where you cancel your policy **after** the expiry of the cooling off period or where you request a mid-term adjustment which reduces the cover provided under the policy, **we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled.** The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned.

For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £ 5.00.

If we are asked to cancel the policy by a third party finance provider, we will undertake this action however we will be acting as your agent in the process.

Complaints

Our aim is to provide all of our clients with an excellent level of service. However we recognise that there may be an occasion, when you do not feel satisfied with the service you have received from us. We take complaints very seriously and with this in mind we have developed a Customer Complaints Procedure which lets you know how you can get in touch with us and how we deal with your complaint or issue.

Should you need to make a complaint, please contact our Complaints Manager, David Capstick using any of the following methods;

- In person
- By email – david@capstickinsurance.co.uk
- In writing – J N & E Capstick Insurance Consultants Limited, Market Square, Kirkby Stephen, Cumbria. CA17 4QT
- By telephone – 017683 72285

We aim to resolve complaints within 3 business days following receipt, however if we can't we will write to you within five working days to acknowledge your complaint and provide details of our complaint handling procedures and who is dealing with your complaint.

We aim to provide a final response to your complaint within eight weeks from the date of receipt of your complaint and if we cannot we will outline the reasons for the delay and provide you with an indication of when you can expect to receive a response.

If you are dissatisfied with our final response, or we have been unable to provide our final response to your complaint you may be eligible to refer the matter to the Financial Ombudsman Service (FOS) free of charge. Details of the eligibility criteria can be found in our complaints procedure or on the FOS website <https://financial-ombudsman.org.uk>. If you do decide to refer your complaint to the Ombudsman you must do so within six months of the date of our final response.

The FOS offer an independent service for resolving disputes and you can contact the FOS by:

- Calling their consumers helpline on 0800 0234 567 or 0300 1239 123
- Writing to them at Exchange Tower, London, E14 9SR
- Emailing complaint.info@financial-ombudsman.org.uk

We will include a copy of Financial Ombudsman Service's leaflet in all resolution letters.

Solvency of Insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit lending ie credit broking/lending. The FSCS is the UK's compensation fund of last resort for clients of authorized financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details regarding the FSCS can be obtained through its website www.fscs.org.uk.

Confidentiality of Information

To help make sure you receive a competitive quotation, offer of appropriate payment options, protect against fraud and to verify your identity, insurers may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, insurers, credit providers and other third parties who are directly involved in the normal course of arranging and administering your insurance. By accessing our sites and using our services, you consent to any such transfer of information to a third party.

Where you have given us consent we may use the data we hold about you to provide you with a renewal quotation and information about products and services we consider may be appropriate.

Our Retention of your Personal Information

By using our services you consent to us and our partners retaining any personal information you have provided. We will retain any personal information only for as long as is necessary to fulfil the business purpose for which it was collected. We will also retain and use your personal information for as long as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Under the General Data Protection Regulations 2018, you have the right to ask us for a copy of any personal information about yourself that we hold on our records. Please contact us if you require any more information. For further information on your rights under the General Data Protection Regulations please refer to the Information Commissioners Office – www.ico.org.uk.

Communications/Documentation

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers. It is therefore important that the documentation is kept in a safe place, as you may need to refer to it or need it to make a claim. A new policy/policy booklet is not necessarily provided each year, although a duplicate can be provided at any time upon request. You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

Conflicts of Interest

Our company ethics and culture towards customer service mean that we never deliberately put ourselves in a position where our interests or our duty to another party prevents us from discharging our duty to you.

Where we become aware of any actual or potential conflict of interest we will tell you about the situation, the options available to you and we will ask you for your consent to proceed.

Permission to Deal with Others

For Commercial Policies we will accept instructions from any Partner, Director or Company Secretary (as applicable) as deemed to be instructions for them to deal with the subject policy with us. For Consumer or Personal Policies we will only accept instructions from the nominated person following completion of a "Permission to deal with others" form by the policyholder.

Privacy Policy

J N & E Capstick Insurance Consultants Limited respects your privacy. Our Privacy Policy Statement describes the ways we collect information from and about you, and what we do with the information, so that you may decide whether or not to provide information to us. By accessing our website, or purchasing our products or services you agree to this Privacy Statement in addition to any other agreements we might have with you. Our Privacy Statement does not govern the practices of entities that our company does not own or control, or entities that do not own or control our company or people that our company does not employ or manage. Our Privacy Policy Statement is available in full on request or can be found on our website www.capstickinsurance.co.uk

GENERAL

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected.

These Terms shall be governed by the laws of England and Wales or Scotland, and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court.

These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.