

F C Gardner & Co.

Important Notice - Terms of Business



Definitions:

"We/us" means F C Gardner & Co,
38 Red Lion Street, Aylsham, Norwich, NR11 6ER,
Tel: 01263 733 313, Fax: 01263 733 394,
Email: enquiries@fcgardner.co.uk

"Financial Services Authority" (FSA)
183 Marsh Wall, London, E14 9SR.
Tel: 0845 606 1234.

1. REGULATION

F C Gardner & Co is authorised and regulated by the Financial Services Authority. Our FSA registration number is 307624. Our permitted business is selling, advising on and administering non-investment products. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234.

2. OUR SERVICE

We are Independent Intermediaries and act on your behalf in arranging your insurance. Our service includes advising you on your insurance needs, arranging your insurance cover with Insurers to meet your requirements and helping you with ongoing changes you have to make. We offer a range of general insurance products from a number of insurers. With some of the specialist products offered or where there is limited market availability we may only deal with a single insurer or a limited number of insurers and we will advise you of this at the time of providing a quotation. We will provide a list of the Companies and Products that we offer on request. After establishing your requirements and collecting all relevant information we will advise you of the suitable options and make our recommendation.

3. OUR REMUNERATION

Our remuneration is normally by commission (brokerage) paid to us by the insurer after arranging the contract of insurance. Some companies may not pay commission and we reserve the right to charge a fee in these circumstances. We will inform you of the amount of the fee prior to the conclusion of the contract. We reserve the right to charge a fee over and above the commission if we deem it appropriate. Commissions and fees earned are non-refundable and any return premiums due to you following reduction of the risk or policy cancellation will be paid net of commission/fee. If you would like to know the amount of commission that we are paid in respect of your insurance contract, this information is available on request.

4. COOLING OFF PERIOD

There is no cooling off period for a **Commercial Customer**. However, if the policy is for cover outside of your business or profession, or the policy provides cover in both a business and private capacity, we will treat you as a **Retail Customer**. This will allow you 14 days from the date that you receive the policy documentation to cancel the policy, if you so wish.

5. PAYMENT & DOCUMENTATION

The provision of insurance services is subject to the satisfactory payment of the appropriate premium. Premiums are due for payment by inception / renewal date of the policy. Premiums resulting from a request for amendment are due immediately upon request. We will provide full information about your payment options at the appropriate time. We may keep certain documents such as your insurance policy documents or certificate until we receive full payment. In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents that you are required to have by law. Failure to make arrangements to pay premiums by the due date will lead to the cancellation of cover in respect of new policies and renewals, or the required change not being actioned in respect of amendments. If you are unable to pay the premium by the due date, please let us know immediately.

Monies received from you will be paid into a statutory trust client account and held there until we make payment to the insurer or their agent. In all cases we act as agent of the insurer in which case as soon as you have paid us it is treated as having been received by the insurer, and therefore your premium is protected. Because of the limited amount of time we hold clients money before passing on to insurers, the interest earned is nominal, and we do not pay interest on client money balances in our care.

6. YOUR DUTY TO PROVIDE INFORMATION

It is your responsibility to provide information to insurers when you take out your insurance policy, throughout the life of the policy, and when you renew your insurance. It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate. Where statements of fact documents form the basis of your insurance contract, the information should be accurate and any errors advised to us immediately.

You are responsible for checking policy terms and conditions meet your requirements and for notifying claims or circumstances that might give rise to a claim. To ensure full protection under your policy you should familiarise yourself with the coverage conditions and procedures relating to claims and their notification. Please note that if you fail to disclose any material information to your insurers this could invalidate your insurance cover and could mean that part or all of a claim may not be paid.

Facts material to the insurance are matters of information that may influence your Insurer as to the acceptability or otherwise of your Proposal (e.g. previous claims history, previous or pending convictions, including criminal convictions) and **must** be disclosed at the earliest opportunity. If you are in doubt over any of the policy terms or conditions, please seek our advice promptly. Please also note that it is an offence under the Road Traffic Act to make any false statement or withhold any material information for the purpose of obtaining a certificate of motor insurance.

7. CHARGES

In addition to the premium and/or charges made by insurers for arranging a contract of insurance, we will make a policy issue charge at the inception or renewal of a policy. This charge is currently set at £20 for each commercial policy issued, £10 for each private motor or household policy issued and £5 for each annual travel insurance policy issued. It is our policy not to make a broker charge for any mid term policy changes required, although if a charge is made by insurers this will be passed on to you. However, we reserve the right to make an appropriate charge if we consider that the frequency of mid term changes are unusual or excessive.

8. CLAIMS

In the event of an incident occurring which may give rise to a claim under your policy you should notify our office or your insurers direct, as soon as practically possible. Failure to do so could prejudice your position.

9. CONFIDENTIALITY

All personal information about you will be treated as private and confidential. We will only use and disclose the information we have about you in the normal course of arranging and administering your insurance. Other than this we will not disclose any information to any other parties without your consent, unless where disclosure is required by a regulatory regime to fulfil its regulatory function, or where we are legally obliged to do so. Customers should be aware that insurers exchange information with each other through various databases to help check the information provided and also prevent fraudulent claims.

We may use information we hold about you to provide information to you about other products and services

that we offer. If you would prefer not to receive information on these services, please advise us.

Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. If you have any queries in this respect, please contact us. In both the above circumstances, you should contact us at the above address.

10. COMPLAINTS

It is always our intention to provide a first class service. However, should you have any cause for complaint about the provision of our service outlined above, please contact us orally or in writing to:

Mr John Ennals, F C Gardner & Co, 38 Red Lion Street, Aylsham, Norwich NR11 6ER, marking the envelope "Private & Confidential".

Your complaint will be acknowledged within five business days to advise you who is dealing with it. We will provide a formal written response within twenty business days from receipt of the original complaint. If the complaint cannot be resolved within this timescale we will write with an explanation as to the progress and the likely timescale involved. If we are unable to settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Your insurer also operates a complaints procedure, details of which are in your Policy.

11. COMPENSATION ARRANGEMENTS

We are covered by the FSCS (Financial Services Compensation Scheme). 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 100% of the first £2,000 and 90% of the remainder of the claim, without any 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 scheme arrangements is available from the FSCS.

12. LAW AND JURISDICTION

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.

Note: Your acceptance of these conditions does not affect your normal legal rights.

Revised 15/01/07