

J N & E Capstick Insurance Consultants Limited

Terms of Business Agreement [TOBA]
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

Our Company House number is 06872469. Registered in England and Wales.

The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. Please use this information to decide if our services are right for you.

Who regulates us?

JN & E Capstick Insurance Consultants Limited is authorised and regulated by the Financial Conduct Authority. Our FCA number (FRN) is 845462. You can check this at <https://register.fca.org.uk/s/> or by contacting the FCA on 0800 111 6768. Our permitted business is advising on, arranging and assisting in the administration and performance of a contract of insurance. We are also authorised and regulated to carry on credit broking.

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.**

Our Service

We are an Insurance Intermediary and as such we act as the agent of our client. However, in certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances occur so you will be aware of any possible conflict of interest.

We will make a personal recommendation for you after we have assessed your insurance demands and needs identifying a policy which best meets your requirements. If we are unable to make a recommendation, we will provide details of a policy that is consistent with your demands and needs enabling you to make an informed purchasing decision. Any demands and needs that cannot be met will be highlighted.

We will assist you and act as your agent in effecting any changes that you need to make to your insurance policy, with the renewal of your insurance policy and with any claim you need to make.

We are also a credit broker in that we introduce those wishing to pay by instalments to firms that are able to lend money under a regulated credit agreement by way of business.

Whose products we offer

In the majority of cases, we will carry out a 'fair analysis' of the market in order to identify a suitable product. This means that we will compare products from a sufficiently large range of insurance providers in terms of cover, price, quality of service and other relevant features in order to select appropriate policies for you. If this is not the case, we will advise you of the breadth of our marketing prior to inception of the policy and where appropriate provide you with a list of the insurers we may and do place business with for the type of cover requested

For those wishing to pay by instalments we only introduce clients to Close Brothers Premium Finance Limited. We will advise you if competitive credit terms are available through your Insurer or, you have the option of sourcing your own credit agreement

Remuneration

We receive commission from insurers which is a percentage of the premium paid by you and allowed by the insurers. We receive commission from premium finance providers which is a percentage of the interest paid by you. In addition we may charge a professional fee which is paid by you to cover the placing and ongoing handling of your insurance. We normally make the following standard charges to cover the administration of your insurance:

Arranging new policies and renewals: £ 20

From time to time depending on the work and risk involved it may be necessary to charge greater fees. The specific amount and purpose of any professional fee and administration charges will always be advised to you in advance.

We earn the entirety of our commission and/or fees when your risk is successfully placed and take our commission and/or fees immediately upon receipt of payment unless agreed otherwise with your insurer.

Disclosure of earnings (Commercial Customers)

You are entitled at any time, to request information about earnings that we, or any other intermediary we have used, receive as a result of placing your business. In addition to

commission from insurers and premium finance providers, we may also receive payments from insurers based on volumes of business or profitability of the account placed with them. These payments can vary from year to year. Such remuneration is only earned on the basis that it does not detract from our obligation to act in our customer's best interests at all times.

Payment terms

We normally accept payment by cheque, BACS, or debit card. We require full payment of the premium within 14 days of cover being effective. You may be able to spread your payments through a credit scheme either run by your insurer or by a finance provider and we will advise you further if these options are available.

How we will handle your money

Where we hold insurance premiums as client money, our Statutory Trust account has been set up in accordance with strict rules laid down by the Financial Conduct Authority. We are the agent of Insurers for the collection of certain premiums and hold these premiums on trust for insurers on a risk transfer basis. In arranging your insurance we may employ the services of other intermediaries who are Authorised and Regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. Any interest, or investment returns, earned on your money whilst in our possession will be retained by us.

Mid-term adjustments or cancellations

In the event of an adjustment that results in a return of premium or cancellation mid-term we will refund the premium due net any charge made by insurers. Where the premium is being paid by instalments there may be a charge made by the insurers in the calculation of any outstanding monies. In view of the cost involved in making changes to your policy, we will not issue refunds of less than £10.

Cancellations due to premium instalment default

If any credit agreement payment is not met, you acknowledge and agree that we may 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 use it to offset any outstanding costs. Cancellation of the insurance policy will mean there is no cover in force should a claim occur.

Insurers

Whilst we take every care to check the financial stability of any firm with which we place business, we cannot be held responsible if that firm subsequently ceases to trade.

Consumer Duty

We set high standards for ourselves and it is our intention to act honestly, fairly and professionally at all times in accordance with our customer's best interests. We always conduct our business to a standard which ensures an appropriate level of protection for customers and avoids causing foreseeable harm. We empower customers to make informed purchasing decisions to meet their objectives based on clear fair and not misleading information. If at any time you feel that we have fallen short of acting in our customer's best interests or our obligations to you please contact us in order that the matter may be addressed.

Prevention of bribery

It is our intention to meet the requirements of the Bribery Act 2010. We have appointed David Capstick with overall responsibility for the prevention of bribery. If, at any time, you feel that we have not acted in a way that meets the requirements of the Bribery Act 2010 you should contact us immediately.

Your duty to provide information (non commercial customers)

It is your duty to take reasonable care to answer all questions honestly and to the best of your knowledge. If you do not, your insurance policy may be cancelled or treated as if it never

existed or your claim may be rejected or not paid in full. It is important that all statements you make on proposal forms claim forms and other documents are full and accurate. If a form is completed on your behalf, you should check that the answers shown to any of the questions are true and accurate before signing the document. Failure to provide requested information to your insurers could invalidate your insurance cover and mean that part or all of a claim may not be paid.

Fair presentation of risk (commercial customers)

It is your statutory duty before entering into a contract of insurance, prior to an alteration and at renewal to make a fair presentation of the risk to be insured and to ensure that information is provided in a clear and accessible format. Once we have collated the information about the risk copies of the information will be sent to you for checking. Where practical every material circumstance should be disclosed. We will expect firms to make reasonable enquiries and proactively gather information however, where this is not practical you must make us aware, as your broker, that further enquiries are needed to accurately underwrite the risk. Any questions put to you in a proposal form or otherwise must be answered honestly, accurately and in good faith.

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.

Claims

As part of our service we can assist you with any claim you need to make. When you first become a customer we will give you details of how you can make a claim and tell you what your responsibilities are in relation to making claims. If you are ever in any doubt as to what action to take in the event of a claim, please contact us at the address above.

Credit Searches

We may share your information with and obtain information about you from credit reference agencies. If you require information about the credit reference agency we have received information from or the credit reference agencies we have approached please do not hesitate to contact us. Please note that any searches undertaken prior to you proceeding with your application will be *soft searches* and will not affect your credit rating.

Complaints

It is our intention to provide you with a high level of customer service at all times. If you should wish to make a complaint about our service we have a formal complaints procedure and a Customer Advice document will be issued to you with your policy paperwork. We will supply you with a copy of our complaints procedure upon receipt of a complaint or at any time upon request. If you cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service <https://www.financial-ombudsman.org.uk/> alternatively, other out of court complaint and redress procedures may be available.

Financial Services Compensation Scheme (FSCS)

We are covered by the 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. Full details and further information on the compensation scheme is available from the FSCS <https://www.fscs.org.uk/>

Confidentiality (how we use your information)

All personal information about you will be treated as private and confidential. We are registered with the ICO as a Data Controller. We undertake to comply with the Data Protection Act 2018 in all our dealings with your personal data. Your personal information will be kept secure. If you require more information on how we use your personal data please refer to our privacy notice.

Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud Register
Insurers pass information to the Claims and Underwriting Exchange Register operated by Insurance Database Services Limited and the Motor Insurance Anti-Fraud and Theft Register compiled by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. Motor insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' Information Centre (MIIC), which has been formed to help identify uninsured drivers and may be accessed by the police to help confirm who is insured to drive. In the event of an accident, this database may be used by insurers, MIIC and your motor insurer to identify relevant policy information. Other insurance related databases may also be added in the future.

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

Applicable Law

This Terms of Business document is subject to English Law and the jurisdiction of English Courts.

