



Prospect House, 63 North Street, Sudbury, Suffolk CO10 1RE  
Tel: 01787 313133 Fax: 01787 313656  
e-mail: [enquiries@intersure.net](mailto:enquiries@intersure.net) [www.intersureinsurance.com](http://www.intersureinsurance.com)

## **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 draw your particular attention to the section headed 'use of personal data' and specifically the paragraph explaining how sensitive personal data will be used. If you are unsure about any aspect of our terms of business or have any questions regarding our relationship with you, please contact us at the above address.

### **The Financial Conduct Authority**

Intersure Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority Our Financial Conduct Authority Register number is 304664.

Our permitted business is **advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts.**

You may check this on the Financial Conduct Authority register by visiting the Financial Conduct Authority website, [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the Financial Conduct Authority on 0845 606 1234.

### **Our Service**

Our role is to advise you and make a suitable recommendation after we have assessed your needs. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

### **Personal insurances:**

We only select products from a limited range of insurers. You may ask us for a list of insurers we deal with for these products.

### **Commercial insurances:**

We select commercial insurance products from a range of insurers but, for certain products, we may only deal with a single insurer or select from a limited number of insurers. We will give you further information about this before we finalise your insurance arrangements.

## **Complaints and compensation**

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, contact us: in writing at Prospect House, 63 North Street, Sudbury, Suffolk CO10 1RE or by phone...Telephone 01787 313133  
Fax: 01787 313656 or e mail:ruth@intersure.net

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedure is available on request.

If you are still not satisfied, you may refer the matter to the Financial Ombudsman Service (except in the case of a business with a group annual turnover of £1.5 M or more, a charity with an annual income of £1.5M or more or trustees of a trust with a net asset value of £1.5M or more). For further information, please refer to the Financial Ombudsman Service website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. For compulsory classes of insurance (such as Third Party Motor or Employers Liability), 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 on [www.fscs.org.uk](http://www.fscs.org.uk), 020 7741 4100 or 0800 678 1100 (Freephone)..

## **Payment for our services**

**We normally receive commission from the insurers or product providers** but from time to time we may make an additional charge for handling your insurances.

You will receive a quotation which will tell you the total price to be paid, showing any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. On request we will be pleased to provide information about any commission received by us in the handling of your insurance. Our normal terms of credit are thirty days from inception of cover, but in certain circumstances we may require payment of the full premium due prior to inception of the policy. Subject to status we are able to arrange instalment facilities for most policies we arrange. This will be via a third party provider, all terms and conditions and interest rates will be advised to you for your approval before any facility is finalised. In all cases you will be provided with an invoice for the premium due.

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

## **Handling Money**

Our financial arrangements with most insurance companies are on a "Risk Transfer" basis. This means that we act as agents for the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged. However, if Risk Transfer does not apply, such monies will be held by us in a Statutory Trust account set up in

Authorised and Regulated by The Financial Conduct Authority Reference No:304664  
Intersure Insurance Brokers Limited  
Registered in England and Wales. No. 03956826.  
Registered Office: Prospect House, 63 North Street, Sudbury, Suffolk, CO10 1RE.

accordance with The Financial Conduct Authority rules. Interest earned on monies held in such a Statutory Trust account will be retained by us. For the purpose of some transactions, client money may pass through other authorised intermediaries before it is received by the insurer.

### **Cancellation of Insurances**

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned. If there are any cancellation fee's these will be advised to you. 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.

### **Conflict of interests**

Occasions can arise where we, clients or product providers 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 detail the steps we will take to ensure fair treatment.

### **Ending your relationship with us**

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.

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.

### **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 should 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 the policy.

If you are unsure of any matter, please contact us for guidance.

### **Claims Handling arrangements.**

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 that might lead to a claim.

We will employ due care and skill if we act on your behalf in respect of a claim.

### **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 2018. In administering your insurances it will be necessary for us to pass such information to insurers and other product or services 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 in order 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.

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

Your personal data will be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mailing [ruth@intersure.net](mailto:ruth@intersure.net).

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm, with other authorised third parties and product and service providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing.

The Data Protection Act 2018 provides you with Access Rights that allow you to gain an understanding on the data being processed, who we share it with, for what purpose, why we need to retain it and retention periods, to object to the processing and to place restrictions on the processing, to request copies of your data and to request the deletion of your data.

If you require further information on how we process your data or you wish to exercise your rights, please contact Ruth Allison :

[ruth@intersure.net](mailto:ruth@intersure.net) Telephone 01787 313133

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How we process your personal data is detailed further within our Privacy Notice, which is available on request or via our website [www.intersureinsurance.com](http://www.intersureinsurance.com).

### **Credit Checks**

Other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) 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.

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Occasions can arise where we or one of our clients or product providers 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.

Document Reference: Terms of Business May 2018