

## **TERMS OF BUSINESS AGREEMENT BT Scheme**

By accepting these Terms of Business, you are giving your consent to the actions described in the following sections. For your own benefit, please read this document carefully and if you do not understand any point then please contact us for clarification. These terms apply specifically to the BT shop packaged scheme product. If we arrange any other insurance for you this will be under our standard terms of business which we will provide to you if this becomes applicable.

### **Firm Details**

Mr Brian Thornhill and Mrs Jacqueline K Thornhill trading as Brian Thornhill & Son (Insurance Brokers) office address: 704 Huddersfield Road, Ravensthorpe, Dewsbury, West Yorkshire WF13 3HU. Brian Thornhill & Son (Insurance Brokers) is authorised and regulated by the Financial Services Authority. Firm Reference Number: 306565. You can check this on the FSA register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or telephone the FSA on 0845 606 1234.

### **Our Insurance Services - BT Scheme**

We have arranged insurance with a single provider for a single product and present you with enough information to make an informed decision about whether the insurance is suitable for you. Should you contact us then we may give you advice and select insurance from a wide range of insurers and products.

### **Confidentiality and Data Protection**

All information about you will be treated as private and confidential and kept secure. We will only use and disclose the information we have about you in the normal course of arranging and administering your insurances. We may also use the information we hold about you to provide you with information on other products and services we can offer which we feel may be appropriate to you. If you cancel or lapse your policy we may contact you the following year to provide a quotation. If you do not wish to receive marketing information from us, or for us to disclose information about you to other parties for marketing purposes, please write to us at the above address. Under the Data Protection Act 1998 you have rights of access to any personal information we hold about you in our records. If you have any queries or requests in this regard please contact us. We will charge a fee of £10 for the provision of a copy of the information we hold about you. At your request we may provide information to your personal representative. We will however only do this on completion of our Data Protection Authorisation Form, details of which can be obtained from us.

### **Your Duty to Disclose Information**

It is your responsibility to provide complete and accurate information to insurers when you take out an 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 such as statement of fact are full and accurate. 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. You should take particular care to check the accuracy of all information you provide.

### **Payment Terms**

Any monies we collect from you or refunds due to you are subject to a 'risk transfer' agreement with insurers and will be held in a designated 'insurer' account pending payment to the insurance provider or refund to you; in these circumstances it is agreed that we are agents of the insurers and that monies paid to ourselves are deemed to be paid to the insurer. Payments may be made via finance agreements and we will treat these in the same way or you may pay insurers directly via direct debit.

### **Cancellation**

Where you cancel a policy before renewal you may be responsible for paying a charge to meet the cost of cover provided and administration expenses, which means that you may not receive a proportionate refund depending upon the terms of the particular policy. To enable your insurer to process the cancellation, you will need to return certificates and any official documents to insurers within 30 days of your notice to cancel.

### **Financial Services Compensation Scheme**

We are covered by the 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 90% 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 Financial Services Compensation Scheme (<http://www.fscs.org.uk>).

### **Charges**

We are remunerated by commission from the insurance provider. In addition we charge non-refundable fees for handling your insurances as follows: New policies, mid-term changes, duplicate documentation, renewals and cancellation, £25.00; requests for personal information held, £10. If you are a commercial customer you are entitled to ask us to disclose the amount of commission that we will receive in respect of any policy you take out. We reserve the right to retain commission in respect of any premium refunds made by insurers.

### **Complaints**

It is our intention to provide you with the highest possible level of customer service at all times. Should we not meet your expectations, we have a complaints procedure, which is explained below. Should you wish to complain please contact Brian Thornhill either:

- In writing: 704 Huddersfield Road Ravensthorpe Dewsbury WF13 3HU
- By telephone: 01924 499182
- By telephone: 01924 499182
- By Fax: 01924 480106
- By e-mail: [quotes@brian-thornhill.co.uk](mailto:quotes@brian-thornhill.co.uk)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of our final letter:

- The Financial Ombudsman Service, South Quay Plaza' 183 Marsh Wall  
London E14 9SR
- 0845 080 1800 or 020 7964 0500
- [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Claims**

It is essential to notify insurers immediately of all incidents that may result in a claim against your insurance policy. You should do this before incurring any costs or committing to any payment. Your policy summary and policy document will provide you with details on who to contact to make a claim or you can contact us for advice.

### **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.

### **Termination**

Subject to immediate settlement of any outstanding premiums or fees, you may instruct us to stop acting for you and we will not impose a penalty. Instructions must be in writing. If we feel that we are unable to continue acting for you we will give you seven days notice in writing. No fees or commissions earned in respect of business already conducted will be refundable.

### **Conflicts of Interest**

If we, one of our clients or providers become aware of any potential conflict of interest with regard to business we are transacting for you we will write to you and obtain your consent before we carry out your instructions and we will inform you of how we intend to ensure that you are treated fairly.