

## 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 Services Authority

Merenda & Company Ltd is authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 477705

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 FSA's register by visiting the FSA website, [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

### Our service

Our role is to advise you and, after we have assessed your needs, to make a suitable recommendation. 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 select personal and commercial insurances 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.

We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

### Complaints and compensation

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact the Complaints Manager in writing at the above address.

If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (except in the case of a business with a group annual turnover of £1m or more, a charity with an annual income of £1m or more or trustees of a trust with a net asset value of £1m or more).

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 £2,000 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 020 7892 7300 or [www.fscs.org.uk](http://www.fscs.org.uk).

### Payment for our services

We normally receive commission from insurers or product providers. On request, we will be pleased to provide information about any commission received by us in the handling of your insurances. We also charge you for handling your insurances as follows:  
New business, Mid-term amendments, Issuing duplicate documentation, Renewals - £15.  
Additionally, on cancellation, we charge a percentage of the premium, with the percentage reducing over the term of the policy.  
Copies of personal data we hold about you - £10 per request.

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

Full payment of premium and fees is due before cover commences, or as otherwise stated under terms of credit, or in the debit note, invoice or statement issued to you. A 3% charge is levied on all credit card transactions.

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

#### **Handling Money**

We act as agents of the insurer in collecting premiums and handling refunds due to clients. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged. In some situations we may not be able to hold money on behalf of some insurers, in which case the payment must be paid directly to the insurer. We will let you know if this situation arises.

#### **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.

In the event of cancellation, charges for our services will apply in accordance with the "Payment of our Services" section above.

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 before the policy expires.

#### **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.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice.

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 must 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 your policy.** If you are unsure about any matter, please contact us for guidance.

#### **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 1998. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service 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.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data for which you will be charged a fee of £10. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to us at the above address.

#### **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 we will detail the steps we will take to ensure fair treatment.

#### **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, which might lead, to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.