

## Terms of Business

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.

### Company Contact Details

Eden Insurance Services Ltd, 103 Whalley Road, Clitheroe, Lancs, BB7 1EE Tel: 01200 453920 Email: info@edeninsurance.co.uk

Eden Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 308350. You can check this on the FCA register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by telephoning the FCA on 0800 1116768 or 0300 5008082

### Law and Language

This Terms of Business Agreement is subject to English Law and the jurisdiction of the English Courts. We will use the English language for all communications, the contractual terms and conditions, and any information we are required to supply to you before and during the duration of the contract.

### Our Activities

We are an insurance distributor, which means the FCA has authorised us to advise, arrange, deal in and assist with the placing and administration or prepare in any other way the conclusion of all types of General Insurance policies and Pure Protection policies.

We are also authorised to undertake the following Consumer Credit Activities: Credit broking, debt administration.

### Our Service

We are an insurance distributor (intermediary) and can act both as agent of insurer, and on behalf of you, the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf. We also act on behalf of insurers when collecting premiums under risk transfer (See "Money" section).

We offer a wide range of insurance products and have access to leading insurers in the marketplace. For most types of general insurance we conduct a fair and personal analysis of the market however, for some types of insurance we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service.

We will give you details of these arrangements before you make any commitment on any product we offer you and a list of the insurers used in these cases will be available on request.

We will explain the main features of the products and services that we offer you including details of the provider, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover.

We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance. In some circumstances we provide information only and do not therefore make a personal recommendation. The documentation we provide will make it clear whether the sale is provided on an advised or non-advised basis.

### Product Oversight and Governance

All of the products we offer are ultimately manufactured by product providers (usually the Insurance Companies providing cover). As a distributor we have measures in place to:

- Obtain information about the product, the product approval process and understand the identified target market.
- Ensure that they understand the value assessment that the manufacturer has undertaken, so that they can distribute the product accordingly.
- Consider the impact that their distribution strategy and process has on the value of the product. This includes considering any remuneration they receive as part of the distribution strategy and ensuring that it does not result in the product failing to offer fair value to the end customers.
- Provide information to support the manufacturer in their product reviews. This includes information on remuneration where this has an impact on the value of the product.

- Amend their distribution processes if they identify it results in harm to customers. This should include taking appropriate remedial action
- Carry out annual product reviews for all products

### Demands and Needs

We will make a specific personalised recommendation for product suitability based on our understanding and appraisal of your demands and needs requirements.

Where we provide you with specific advice, we will give you the relevant information you require, honestly, fairly, and professionally and in a way that is in your best interests (i.e., we will alert you to important terms and conditions about the contract of insurance, and we will provide you that information when it is most relevant).

This may include information about comparable products between different product providers, all of which will help you to decide whether to go ahead with any particular contract of insurance

### Important Information (consumer customers only)

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to **take reasonable care** not to make a misrepresentation to an insurer.

Under the act a consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession.

A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance.

Under the act an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers duty of reasonable care where the insurer deems the misrepresentation to be either deliberate, reckless or careless. **If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations please contact us immediately.**

### Your Duty to Disclose Information (commercial customers only)

#### **What you must tell us in relation to the Insurance Act 2015**

You are required to make a fair presentation of the risks you want to insure. This might include all relevant information which you know may affect the cover provided, as well as obtaining all relevant information from key people within your business who have knowledge of the risks you wish to insure. Key people should include:

- (a) Those in senior management in your business. Determining who is in senior management will depend upon the size and structure of your business, but it should include those who decide how the business is organised and run;
  - (b) Those within the business who carry out the day to day activities; and
  - (c) Those people who will be covered by any policy you are looking to buy.
- You should also make enquiries with any existing agent or representative who could hold information that would be relevant to the risks you wish to insure. An example of this would be whoever arranges any current insurance for you. We would recommend that you keep an accurate record of all information disclosed and how it has been obtained. Failure to make a fair presentation of the risks you want to insure could have a number of

consequences including invalidation of your policy, your claim not being paid, changes to the terms of your policy or reduction in your cover.

### Changes to your circumstances

So that we can keep your insurers updated, it is your responsibility to inform us of any changes to your circumstances at any time during the policy period.

You should take particular care to check the accuracy of all information you provide. **If in doubt about any point in relation to material facts please contact us immediately.**

### Financial Crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'Know Your Client' information about you. We are also required to cross check you against the HM Financial Sanctions List as part of the information gathering process.

We are obliged to report to the Serious Organised Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

### Terms of Payment

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover.

When renewal is invited and the policy is paid by monthly direct debit, we will issue notice to you. To ensure you are not left without cover, the absence of a response to this notice will be deemed as your consent to cover being renewed automatically.

### Premium Finance

We may be able to arrange finance for insurance instalments through a preferred premium finance provider. We act as a credit broker in arranging premium finance facilities and we will give you further information about this before we finalise your instalment arrangements.

We will not make a specific recommendation or provide you with specific advice, we will give you the relevant information you require, honestly, fairly and professionally and in a way that is in your best interests this may include information about one or more agreements that you may be eligible for, so that you can compare them, which will enable you to make your own choice about whether to go ahead with any particular finance agreement. Using premium finance makes the overall cost of the insurance more expensive. We will ask you to confirm that you have actively elected (that you have "opted in") to pay via premium finance. Your agreement will last for 12 months but the premium finance may last for a shorter period.

If you choose to pay for your insurance premium using a finance provider your details will be passed onto them to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party.

We will provide you with a breakdown of the costs of your monthly instalments and subsequently a document outlining key features of their credit agreement with you, it is important that you take time to read this document and must contact us if you do not receive this. If you have any queries or questions, either about the service provided by the finance provider or their terms and conditions you should in the first instance contact them. Where your policy is paid via the finance provider and you choose to renew your cover, we will again continue to pass your details to them. In certain circumstances we may be contractually obliged by the finance provider to notify your insurer to cancel the policy. Where we are not contractually obliged to do so by the finance provider, if you do not make

other arrangements with us to pay the insurance premiums you acknowledge and agree that we may, at any time after being informed of no- payment under the credit agreement, 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 this refund to offset the amount levied by the finance provider on the firm. If this amount is not sufficient to cover all our costs we reserve the right to pursue any additional debt owed to the firm through a due legal process. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need. Upon receiving your strict acceptance to pay for insurance premiums through the finance provider, we will instruct them to proceed with your application for credit. This process will involve the provider searching public information that a credit reference agency holds about you and any previous payment history you have with that provider. The credit reference agency will add details of your search and your application to their record about you whether or not your application is successful. Please read carefully the pre-contractual explanations and the information regarding the cost of credit (including any representative examples). Together they provide important information in relation to the credit facility available from the finance provider. To use the finance provider's facility you must be resident in the UK, aged 18 years or over and hold a bank or building society current account which can support direct debit payments. Credit is available subject to status. If any direct debit or other payment due in respect of any credit agreement you enter into to pay insurance premiums is not met when presented for payment or if you end the credit agreement we will be informed of such events by the credit provider.

### Money

Please make all cheques payable to "Eden Insurance Services Ltd".

Any payment we receive from you will be held by Eden Insurance Services Ltd on behalf of the provider with whom we arrange your policy as their agent in accordance with the terms of the provider's agency agreement and in accordance with the regulator's rule in a non-statutory insurer trust account. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer.

By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding.

**By holding your money in this way means that in the event that this firm becomes insolvent your money remains protected.**

In arranging your insurance, we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

### Insurance Premium Tax (IPT)

Your premium detailed in the policy will include IPT at the prevailing rate. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

### Notification of Incidents/Claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement.

Only by providing prompt notification of incidents can your insurance company take steps to protect your interests.

Your policy summary and/or policy document will provide you with details on who to contact to make a claim.

Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request.

Please contact us for guidance on claiming under your policy.

### Cancellation

#### **Your Right to Cancel (Applicable to Consumers only)**

Please contact us if you wish to cancel any policy that we have arranged for you. Customers acting outside their trade or profession (Consumers) will

usually have a legal right to cancel policies for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. This period is extended to 30 days for Pure Protection contracts. You will always be advised where this Right applies. A charge may apply for the period of cover provided as shown in the Refunds section – Cancellation under this right must be in writing, prior to expiry of the cancellation period, to our usual office address.

#### **Cancellation (commercial customers only)**

Commercial insurance policies do not routinely have cancellation rights except those available to the insurer. As a Commercial customer, you do not have the same cancellation rights by law as a consumer but may still have specific contract rights and reference should be made to the policy document to ascertain your position.

Where returns of commercial premiums are made on cancellation, it is usually following cancellation by the insurer, not the policyholder. On cancellation of a policy any refund or premium allowed by the insurer will be paid to you after deducting our annual commission and fees.

#### **Charges/Fees**

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you. These fees are non-refundable and may be subject to change. Where we arrange low or non-commission paying products, we will charge an arrangement fee not exceeding 100% of the premium and will advise you of the actual amount at the time of quotation or renewal.

These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product.

As insurance brokers our remuneration may be as a fee agreed with you or from commission paid to us by insurers based on the amount they charge you. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover.

We take any commission once we receive your payment as cleared funds and prior to payment of the premium to the insurer.

We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers, claims management services and others. Please ask us should you require further information.

Where you choose to pay your premium by instalments, we may use a scheme operated by your insurer, or we may use a Finance Provider selected from a limited panel and we may receive a commission for introducing you to them.

#### **Refunds**

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

**Your attention is specifically drawn to the following:-**

Where you cancel your policy **after** the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, ***we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled.*** The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers. These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge made will not exceed the cost of the commission and fees we would have earned.

For certain commercial insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you.

#### **Automatic Renewal**

Where your policy is set to automatically renew (please check your documents) the renewal premium will be collected automatically from your card or bank.

You have an option to cancel the auto renewal at any time by contacting either us or your insurer via telephone, post or email.

Please notify us as soon as possible if you do not want your insurance to automatically renew.

If you do choose to cancel the auto renewal, then it is important that you contact us to renew your policy, as if we do not hear from you, all cover will cease as of the expiry date shown in your renewal schedule.

If your policy is not set to automatically renew (please check your documents). It is important that you contact us to arrange cover as if we do not hear from you all cover will end on your policy expiry date.

#### **Complaints**

It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.

Should you wish to complain you may do so:

- In writing to the Complaints Manager Mr Richard Palmer
- By telephone on 01 200 453920
- By e-mail at [richard@edeninsurance.co.uk](mailto:richard@edeninsurance.co.uk)
- In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). More information is available on request or on their website. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Further details will be supplied at the time of responding to your complaint.

#### **Solvency of Insurers**

We regularly assess the financial strength of the Insurance Companies and other intermediaries that we deal with. Whilst we take care to deal with companies that maintain reasonable solvency margins. We cannot guarantee the solvency of any insurer with which we place business. This means that we cannot guarantee their financial ability to pay claims.

#### **Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme if we cannot meet our obligations. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk)

#### **Confidentiality and Data Protection**

Eden Insurance Services Ltd (the Company) takes the security and privacy of your data seriously. We need to gather and use information or 'Data' about you as part of our business and to manage our relationship with you. We intend to comply with our legal obligations under **the Data Protection Act 2018** (the '2018 Act') and **the EU General Data Protection Regulation** ('GDPR') in respect of data privacy and security. We have a duty to notify you of the information contained in this policy.

The company is committed to respecting and protecting your privacy. The Company is the data controller of any personal information you provide to us. This means that we are responsible for complying with data protection laws. This means that we determine the purpose and means of the processing of your data. This "Privacy Policy" (the 'Policy') explains how we will collect, store and use any personal data you provide to us. This policy applies to prospective, current and former clients.

We may disclose your personal information to third parties for the purpose described in the privacy policy to carry out our obligations outlined within the Terms of our Business Agreement with you or for our legitimate interests. You can contact the Data Protection Officer (Richard Palmer) in writing for details of specific disclosures made in respect of your personal information. Third parties will only use your personal information under our strict instruction and are under an obligation to ensure appropriate security measures are in place.

We require those companies to keep your personal data confidential and secure and to protect it in accordance with the law and our policies. They

are only permitted to process your data for the lawful purpose for which it has been shared and in accordance with our instructions.

We do not send your personal data outside the European Economic Area. If this changes you will be notified of this and the protections which are in place to protect the security of your data will be explained.

For full details, please refer to your Privacy Policy.

All information about you of a sensitive or personal nature will be treated as private and confidential. We will however use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance.

To make sure you get our best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including credit reference agencies and other organisations. Our search will appear on your credit report and will be visible to other credit providers whether or not your application proceeds. If you do not proceed it will be clear the search was for quotation purposes. By agreeing to the terms and conditions you agree to these uses of your information.

We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally and, in particular, where you have requested a premium instalment plan – this may include details of your payment record with us.

We may also pass information about you to other companies with which we are associated but only within the scope of our Privacy Statement.

In the interests of security and to improve our service, telephone calls you make to us may be monitored and / or recorded for training purposes.

### **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 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.

### **Method of Communication**

Whilst you do have a choice in the way we communicate with you, we will principally provide you with information using post and/or email. During the process of dealing with us you will be given an option to receive information in either way meaning if you would like information in an alternative format, we will be happy to provide it

### **General**

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected.

These Terms shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court.

These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.