

TERMS OF BUSINESS
Osborne & Sons (Insurance Consultants) Ltd
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The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. It requires us to give you this document. Please use this document to decide if our services are right for you.

Who regulates us?

Osborne & Sons (Insurance Consultants) Limited is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 301014.

You can check the above on FCA's register by visiting their website www.fca.gov.uk/register or by contacting them on 0845 606 1234.

Our permitted business is:

Advising customers on non-investment contracts

This includes recommending a specific insurance policy.

Arranging (bringing about) deals in non-investment insurance contracts

This covers a range of activities including introducing a customer to an insurer, helping a customer to complete a proposal form and sending this to an insurer.

Making arrangements with a view to transactions in non-investment insurance contracts

This includes helping a potential policyholder to complete a proposal form or introducing a customer to another intermediary, either for advice or to help arrange an insurance policy.

Dealing as agent in non-investment insurance contracts

This includes entering into a contract of insurance with a customer on behalf of an insurer (for example, issuing a cover note).

Assisting in the administration and performance of a non-investment insurance contract

This includes notifying an insurance claim to the insurer and negotiating settlement on behalf of the customer.

Our Service

We act as an Independent Consultant on your behalf and our service includes advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make.

Products which we offer

We are independent and not tied to or owned in part or whole by any insurer. We use various providers / products which are appropriate to your needs. Full details of all providers and products can be supplied on request.

Our Charges – Please also refer TOBA addendum

We will make charges to cover the administration of your insurances as follows:

Arranging new policies	£50.00
Mid term adjustments	£50.00
Mid term cancellations	£50.00
Renewals	£25.00
Duplicate documents	£25.00
Cover Notes	£25.00

The specific amount and purpose of any additional charges will always be advised to you in advance.

For return premiums (usually arising if an insurance risk is reduced or the policy is cancelled), we repay commission on the refund to your insurer and this amount will be deducted from the final amount refunded to you. In certain circumstances no return premium may be due.

Disclosure

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. Failure to disclose information pertaining to your insurance, or any inaccuracies in information given, could result in your insurance being invalid or cover not operating fully.

It is important you ensure 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 questions are true and accurate before signing the document.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain an Insurance Certificate.

You are advised to keep copies of any correspondence you send to us or direct to your insurer.

If you are in any doubt as to whether any information is material, you should disclose it.

Premiums and Financial Aspects

In order to be able to offer you credit facilities, we are registered under the Consumer Credit Act and our Licence Number is 015481.

We normally accept payment by guaranteed cheque, cash or any of the major debit/credit cards.

You may be able to spread your payments through insurers' instalment schemes or a credit scheme

that we have arranged with a third party finance provider. We will give you full information about your payment options and details of the interest payable when we discuss your insurance in detail.

For certain types of insurance we may ask you to sign a form granting us authority to retain documents such as Motor Certificates until full payment has been received. In these circumstances we will provide you with any documents that you are required to have by law.

Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of 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. Where Risk Transfer does not apply and co-mingling and subordination does not apply monies will then be held by us in a Non-Statutory Trust account pending payment to the third party. In this case your premium will only be used to pay your specific premium.

The establishment of the Non-Statutory Trust account follows FCA rules introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium shall confirm acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us.

For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

You are entitled at any time, to request details of commission we may have received from insurers in placing your insurance business.

Claims

It is essential that you notify us immediately of all incidents which may result in a claim under your insurance policy whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately.

When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurers without delay and, in any event, within three working days.

We will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of loss.

You should not admit liability or agree to any course of action, other than emergency measures to minimise your loss, until you have agreement from your insurer.

We will forward any payments received from insurers, in respect of any claim, to you without delay. We will notify you of any request for information we receive from your insurers.

Complaints

It is our intention to provide you with a high level of customer service at all times. However, if, at any time you are dissatisfied with the service we provide, we have a formal complaints procedure. You should, therefore, take the following course of action:

In the first instance you should discuss your complaint with the member of staff with whom you have been dealing.

If you remain dissatisfied, please write to Mr B James at the address shown above. We will acknowledge your complaint within 5 working days and advise you who is conducting the investigation into the matters which you have raised. We will provide a formal response within 20 working days from initial receipt of the complaint. If the complaint cannot be resolved within this timescale we will explain why and specify the likely timescale for resolution.

If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service. We will advise you if you are able to refer any complaint to the Financial Ombudsman.

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.

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, 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.

Confidentiality

All personal information about our customers is treated as Private and Confidential.

A copy of our Privacy Notice can be provided to you at any time.

We will only disclose the information we have about private individuals in the normal course of arranging and administering their insurance and will not disclose any information to any other parties without their written consent unless required by law or public interest.

We may use the information we hold about our customers to provide them with information about other products and services which we feel may be appropriate to them after obtaining your express permission.

Under the General Data Protection Regulations, private customers have a right to see the personal information about them that we hold in our records. If you wish to exercise this right, or have any other related queries, you should write to Mr D Button at the above address.

Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud Register

Insurers pass information to the Claims and Underwriting Exchange Register operated by Database Services Ltd and the Motor Insurance Anti-Fraud 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 the Motor Insurance Bureau to identify relevant policy information. Other insurance related databases may also be added in the future. Driving licence checks may also be carried out using DVLA database.

Applicable Law

This Terms of Business document is subject to English Law.