

# Parksure

Windsor House, 200 Barnwood Fields, Barnett Way, Gloucester GL4 3RT

## *Terms of Business Agreement*

Please read this document carefully. It sets out the terms on which we agree to act for you and contains details of the regulatory and statutory responsibilities imposed on us by the Financial Conduct Authority.  
Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree.

### THE FINANCIAL CONDUCT AUTHORITY

The Financial Conduct Authority is the independent watchdog that regulates financial services. Parksure® is a trading style of Cass-Stephens Insurances limited which is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 310323 and you can check our status at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0845 606 1234. Our permitted business includes advising, arranging, dealing in and assisting with the placing and administration of all types of General Insurance policies.

### DATA PROTECTION AND CONFIDENTIALITY

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data. Your personal information will be kept secure.

From time to time, we may disclose your personal (or other) information to other companies in the Cass-Stephens Group. We, or they, may use that information to inform you of services which may be of interest to you. If you prefer not to receive further information, please write to the Managing Director, Cass-Stephens Insurances Limited, Windsor House, 200 Barnwood Fields, Barnett Way, Gloucester GL4 3RT

It may be necessary for us to disclose information that you consider confidential to certain underwriters or insurers where such information is material to the risks being covered. Similarly, we may disclose to third parties certain industry-wide statistics or other information which may include information relating to you. Any sensitive information will be handled appropriately and information specific to you will not be identified without your consent. Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. If you have any queries please write to us at our usual office address.

### OUR SERVICE

We are an independent insurance broker, who acts on our customers' behalf in arranging insurance. Our services include: 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. As part of our service, we will assist you with any claim you have to make and tell you what your responsibilities are in relation to making claims. If you mislay your policy at any time, we will issue a replacement policy document, if you request it.

Whose products we offer

We usually offer advice from a range of insurers, representing a fair analysis of the market, however, under certain circumstances we may only deal with a limited panel, or single insurer. We will confirm, for each individual policy we provide you with, the basis of our advice on our Initial Disclosure Document.

The service we will provide you with

We will advise and make a recommendation for you after we have assessed your demands and needs. Our advice will be confirmed in a demands & needs and suitability statement, giving reasons for our recommendation. In respect of Motor Breakdown & Boomerang Tag policies you will not receive advice or a recommendation from us and you will then need to make your own choice about how to proceed.

### REMUNERATION

Our remuneration for arranging your insurance will be in the form of commission paid to us by the insurer, unless we have an arrangement with you that our services are provided for an agreed fee.

The following charges may be made to cover the administration of your insurance (We will not impose any fees or charges in addition to the premium charged by the insurer without first disclosing the amount and purpose of the charge.):

Arranging new policies	up to	£50.00
Mid term adjustments including cancellations	up to	£50.00
Renewals	up to	£50.00
Replacement/duplicate certificates or cover notes,	up to	£15.00

Personal Lines/Retail policies cancelled during the "Right to Cancel" period will be subject to an administration charge of £25, in addition to the premium charged by the insurer for the period of cover provided.

Commission and Fees are earned for the policy period and we will be entitled to retain all commission and fees in respect of the full policy period.

We may also be entitled to benefit from earnings we are able to generate due to the amount and profitability of business placed with certain insurers; payments under these arrangements recognise the services we provide to the insurer over a given period and are not directly related to the services provided to you.

### WHAT TO DO IF YOU HAVE A COMPLAINT

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact us by writing to The Complaints Manager, Cass-Stephens Insurances Ltd, Windsor House, 200 Barnwood Fields, Barnett Way, Gloucester GL4 3RT, or, by phone Telephone 01452 300889, by fax 01452 314414.

We will provide you with a copy of our full complaints procedure and respond to you promptly. We will keep you informed of the progress of your complaint and aim to make a final response to you within eight weeks, or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded in writing, and will track the progress of the complaint and responses of that party.

After our final response has been issued, if you still cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment and opinion.

The FOS Consumer Helpline is on 0845 080 1800 and their address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

### YOUR RIGHT TO CANCEL (APPLICABLE TO PERSONAL LINES CUSTOMERS ONLY)

You have a legal right to cancel your policy for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions. You will always be advised where this Right applies. A charge will apply for the period of cover provided and, in addition, we make an administration charge as detailed above.

If you wish to cancel a policy you must advise us in writing, prior to expiry of the 14-day cancellation period, to our usual address.

### ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms, like ourselves. The FSCS can pay compensation if an authorised firm is unable or likely to be unable to pay claims against it, usually because it has gone out of business or is insolvent.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without an upper limit. For compulsory insurances (for example, motor insurance and employers' liability insurance), insurance advising and arranging is covered for 100% of the claim, without an upper limit. Further information about compensation scheme arrangements is available for the FSCS.

### PAYMENT OPTIONS

We normally accept payment by guaranteed cheque or the following credit/debit cards – Visa, MasterCard, and Maestro. You will be able to spread your payments through insurers' instalment schemes or a credit scheme, which we have arranged with an established insurance premium finance provider. We will give you full information about your payment options and the appropriate finance agreement when we discuss your insurance in detail.

Please Note: Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

### Information on how we treat Payments you make to us

Under the terms of our agreements with the Insurance companies with whom we place business, we normally receive premiums you pay to us as Agent of the Insurer. All insurance premiums you pay to us are protected in a Statutory Trust Client Account until we pay insurers. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance.

### LANGUAGE USED

The English language will be used 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.

### YOUR DUTY TO GIVE INFORMATION

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If you are in any doubt please contact us.

If the information provided by you is not complete and accurate, the Insurer may cancel your policy and refuse to pay any claims, not pay any claim in full, or your premium may be revised or the extent of cover may be affected

### CONSENT FOR SEARCHES

To make sure you get the best deal from insurers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether or not your applications proceed. As well as these searches insurance companies may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not your applications proceed. **Unless we hear from you to the contrary we will assume that you are happy to proceed on this basis.**