

## About our insurance service

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### 1. The Financial Conduct Authority (FCA)

The FCA is the independent body that regulates financial services. Use this information to decide if our services are right for you.

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### 2. Whose products do we offer?

We only offer products from a single insurer, Ecclesiastical Insurance Office Plc. for Home Insurance  
In respect of Home Emergency and Legal Expenses we only offer products from ARAG plc.

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### 3. Which service will we provide you with?

We will advise and make a recommendation once we have assessed your needs.

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### 4. What will you have to pay us for our services?

We normally receive a commission from the insurer with whom we place your business and this is expressed as a percentage of the insurance premium.

We may also receive a commission from the placement of any premium finance arrangements or other third party services that we may introduce to you.

In addition, we charge an arrangement fee of £25

In respect of any subsequent changes required to your policy we usually make an administrative charge of £25

You will receive a specific quotation, which will tell you about any other fees relating to your particular insurance policy, and full details are contained in our published Terms of Business, a copy of which is enclosed – as appropriate.

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### 5. Who Regulates Us?

Cass-Stephens Insurances Limited, Windsor House, Barnett Way, Barnwood, Gloucester, GL4 3RT is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 310323. You can check this on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

Our permitted business includes advising, arranging, dealing in and assisting with the placing and administration of all types of General Insurance and arranging consumer credit where we act as a broker

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### 6. 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:

... **in writing** Write to Paul Baldwin, Complaints Manager, Cass-Stephens Insurances Limited  
Windsor House, Barnett Way, Barnwood, Gloucester, GL4 3RT,

... **by phone** 01452 300888

... **by email** mail@cass-stephens.co.uk

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. - <http://www.financial-ombudsman.org.uk/>

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### 7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS.

If we have advised or arranged insurance for you this will be covered for 90% of a claim, without any upper limit, however claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%.

Further information is available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and [www.fscs.org.uk](http://www.fscs.org.uk). Further information about compensation scheme arrangements is available from the FSCS.



#### **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. **Your continued instruction of us will constitute your acceptance of these terms and conditions.**

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. Cass-Stephens Insurances Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 310323 and you can check our status at [www.fsa.gov.uk/register](http://www.fsa.gov.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.

#### **OUR SERVICE**

We are an independent insurance broker (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.

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.

We also act on behalf of insurers when collecting premiums under risk transfer (See "Money" section).

We will advise and make a recommendation for you after we have assessed your needs.

#### **WHOSE PRODUCTS WE OFFER**

Our selection usually involves presenting to a reasonable number of insurance companies that will insure for the risk at hand, this means that your quotation has been provided on the basis of a fair and personal analysis of the market.

However, under certain circumstances we may only deal with a limited panel, or single insurer.

In either case, we will tell you the basis as part of our selling process.

In respect of Family Legal and Home Emergency we only offer products from ARAG plc.

#### **DEMANDS AND NEEDS**

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. 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.

#### **REMUNERATION/FEES AND CHARGES**

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 up to £50.00

Renewals up to £50.00

Replacement/duplicate certificates or cover notes, up to £25.00

Personal Lines/Retail policies cancelled during the "Right to Cancel" period will be subject to an administration charge of £30, 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, Barnett Way, Barnwood, Gloucester, GL4 3RT, or, by phone Telephone 01452 300888.

If we are unable to resolve the issue to your satisfaction by the end of the third business day following receipt, we will formally investigate the matter. You will receive an acknowledgement of the matter together with a copy of our complaints process promptly and certainly within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of a final response no later than 8 weeks.

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.

A full copy of our complaints procedure is available on request.

## Cass-Stephens Insurances Limited

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

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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 0800 023 4567 (free for people phoning from a "fixed line" - for example, a landline at home) or 0300 123 9123 (free for mobile-phone users paying monthly charge for calls to numbers starting 01 or 02). Alternatively you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **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.

### **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.

### **INSURANCE PREMIUM TAX**

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.

### **PAYMENT OPTIONS**

We normally accept payment by guaranteed cheque or the following credit/debit cards – Visa, MasterCard, Maestro and American Express. 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.

### **CREDIT AGREEMENTS AND AGREEMENT PAYMENT DEFAULTS**

Using premium finance makes the overall cost of the insurance more expensive. We will ask you to confirm that you have actively elected to pay via premium finance.

A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you make a decision whether to proceed.

Your agreement will last for 12 months but the premium finance will last for 10 months.

Please note that we use one finance provider, Close Brothers Premium Finance, for the provision of premium finance facilities.

Where there is an alternative premium finance arrangement available, with a lower annual percentage rate, for example with the insurer, we will make you aware of this so that you are able to make an informed choice as to which is most suitable for your needs.

Our level of commission is not linked to the interest rate on the agreement, but we may in some cases apply an override.

If you choose to enter in a finance arrangement, your details will be passed to a third party (insurer or lender) 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.

This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly, the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract irrespective of the insurance contract.

In the event of your failure to meet the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder, and the finance company direct, not us or the insurer.

It is important that you read the finance agreement that is sent to you before you agree to enter into such an agreement.

We do not charge any fees to you for introducing you to a credit provider.

### **MONEY**

We will hold money that you pay to us in accordance with the regulator's rules or under a risk transfer agreement with insurers. This will include holding your money in the following way:

A statutory trust client bank account that only allows us to use the money held in trust on behalf of a customer for paying that customer's premium to an insurance company and to pay premium refunds or claims we receive from that insurance company to the customer once the premium has been received from that insurance company. We cannot use that customer's money to pay other customer's premium or refund.

We do not pay any interest on premiums held by us in the course of arranging and administering your insurance, unless, in the case of customer transactions we receive more than £20 per transaction, and then we will ask for your permission to retain the interest. Unless you tell us otherwise, you are consenting to us holding your money in this way.

By holding your money in one of these ways, 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.

## **Cass-Stephens Insurances Limited**

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

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### **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. Any dispute will be governed by the law of England and Wales and subject to the jurisdiction of the English Court.

### **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

### **THE INSURANCE ACT 2015**

The act applies to all non-consumer insurance policies commencing on or after the 12th August 2016 and has a significant impact on the operation of your insurance policy, including your disclosure obligations towards insurers, warranties and fraud. The Act also clarifies the remedies that Insurance Companies may adopt in the event of your obligations not being complied with. Please see the Cass-Stephens Guide to the Insurance Act 2015 which explains what the Act means to you and what the obligations made upon you by it are.

You will be under a duty to make a fair presentation. You are therefore required to disclose any matter which you know or ought to know that would influence the judgement of an insurer in deciding whether to insure the risk and on what terms.

If you are unsure whether the matter is relevant or not you should provide sufficient information so as to put an insurer on notice that it needs to make further enquiries if necessary.

### **TRANSFERRED BUSINESS**

Where we are appointed to service insurance policies, other than at their inception or renewal, and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not provided by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

### **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.

### **METHOD OF COMMUNICATION**

Whilst you do have a choice in the way we communicate with you, we will principally provide you with information via post or email.

During the process of dealing with us you will be given an option to receive information in this way, meaning if you would like information in a paper format, we will be happy to provide it.

### **OUR CUSTOMER'S BEST INTERESTS**

Our primary aim is to ensure, for any customer (or potential customer) that we act honestly, fairly and professionally and in the customer's best interests including giving customer's information they might need to understand the relevant of any information we provide, as well as objectively giving that information when it is most useful to a customer to enable informed decision making.

### **FINANCIAL STRENGTH**

We regularly assess the financial strength of the Insurance Companies and other intermediaries that we deal with. The process usually involves general observation of the financial ratings applied by independent rating agencies such as Standard & Poor's and AM Best published with other readily available information within industry guides, newsletters and press releases. Whilst we take care to deal with companies that maintain reasonable solvency margins, we cannot guarantee their financial ability to pay claims.

### **TRAINING**

We maintain training to a minimum standard to ensure our workforce is appropriately skilled but where specialism in particular activities is required, we have in place more detailed requirements, including the need for our staff to attain a professional qualification where relevant.

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