

# Aegis Financial Consultants Limited

38 Dimond Street Pembroke Dock Pembrokeshire SA72 6BT

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Website: www.aegiswales.com

## 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.

For your own benefit and protection, you should read these terms carefully. 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

Aegis Financial Consultants Limited is authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 209049.

Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. The firm also has permissions to conduct other types of business such as mortgages and investments, these areas are covered by their own separate Terms of Business or Initial Disclosure Document and can be requested separately.

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

#### Helping you to decide

Our role is to advise you and, after we have assessed your needs, to make a suitable recommendation. We will not in any circumstance guarantee the solvency of any insurer.

#### The capacity in which we act for you

##### Commercial Customers

In providing our service, we may sometimes act as an agent of the insurer. We will confirm the capacity in which we will act for you before undertaking any relevant transactions on your behalf

##### Consumers

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

#### Our product range and the range of insurers used

We select personal and commercial insurances from a range of insurers, but for certain products, we only select products from a limited number of insurers or only offer products from a single insurer. We will give you further information about this before we finalise your insurance arrangements. Where we select

products from a limited number of insurers you may ask us for a list of the insurers we deal with for these products.

If we propose using another intermediary to help place your business, we will confirm this to you in good time before any arrangements are finalised.

### **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 us:

Write to the Complaints Officer, Aegis Financial Consultants Limited, 38 Dimond Street, Pembroke Dock, Pembrokeshire, SA72 6BT

By phone Telephone 01646 683313.

By email [enquiries@aegiswales.com](mailto:enquiries@aegiswales.com)

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service. Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- Consumers (e.g. private individuals)
- Before 1<sup>st</sup> November 2009 - businesses with a group annual turnover of under £1 million
- From 1<sup>st</sup> November 2009 - businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million

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. If you are eligible to claim from the FSCS, compensation is available as follows:

- Insurance advising and arranging is covered for 90% 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**

#### **Consumers**

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.

#### **Commercial Customers**

In good time before the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be informed of the level of commission which we receive from underwriters. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

#### **Fees**

We also charge consumers and commercial customers a fee for handling insurances as follows:

<b><u>Brokerage Fee</u></b>	£10.50 for Personal Lines Clients
	£10.50 for Commercial policies where the premium is under £250.00
	£21.00 for Commercial policies where the premium is over £250.00

#### **Adjustments**

Resulting in an additional premium: - As detailed above

Resulting in a return premium: - As detailed above plus 15% of the refunded premium amount

**Cancellations**

As detailed above plus 15% of the refunded premium amount

**Other**

Duplicate Policy Documents £5.00

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.

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

Full payment of premium and fees is due before cover commences, payment by direct debit instalments may be possible, a charge is applicable and would be detailed on the mandate.

Payment of the premium in certain circumstances may be possible over 2 instalments; a charge of £5 per instalment is made.

**Payment by Debit or Credit Card**

There is a charge of 2.5% of the total premium if the premiums are paid by credit card, we do not charge for debit card.

**14 day cooling off period:** - you have 14 days from the receipt of your policy booklet to cancel cover. Cancellation is subject to the return of the documents issued. A time on risk charge maybe chargeable by the insurance company and can vary from insurer to insurer (for more detailed information refer to the policy booklet.). An administration fee of £15 to cover any costs incurred by Aegis Financial Consultants Ltd in issuing the policy will also be payable.

**Handling money**

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. However, if Risk Transfer does not apply, such monies will be held by us in a Statutory Trust account set up in accordance with FSA rules. Interest earned on monies held in such a 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.

**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 for 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 Fact 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 the Data Controller Officer at Aegis Financial Consultants Ltd, 38 Dimond Street, Pembroke Dock, Pembrokeshire, SA72 6BT.

### **Associated Companies**

For the position of clarity we are an Associated member of the Antur Group, a relationship which allows us to access special discounts and deals for our customers which otherwise would possibly not be available to us.

### **Conflict of interests**

Occasions can arise where we, or one of our associated companies, 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.