

## **Terms of Business Agreement**

This document details our services and our arrangements for dealing with Your insurance. Please read it carefully and retain a copy for Your records. 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 and this agreement shall be subject to English Law.

**The Financial Conduct Authority** is the independent watchdog that regulates financial services. K L Plester Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 306729 You can check our status 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 & administration of General Insurance policies.

How we  
treat  
Information  
You give to  
us  
(Our Privacy  
Statement)

We are a data controller and our data protection officer is Justin Griffiths.

We act as Your agent and will collect data, including personal information and risk details, solely to enable us to obtain and provide insurance quotations, arrange and administer Your insurance. Data collected by us is contractual, and for Our legitimate business interests as an insurance broker and We will be unable to offer any quotation or insurance if You refuse to provide certain personal data, including health, financial and criminal records data which is collected under the lawful basis of public interest, where these would affect the provision of cover and/or performance of insurance contracts.

Your information will be held securely by us and shared with insurers, and anyone else involved in the normal course of arranging and administering Your insurance which could include reputable providers outside the EU, to enable them to provide accurate terms and we/they will also obtain data about You and Your insurance history from various insurance anti-fraud databases, such as the Claims and Underwriting Exchange (CUE) as well as publicly available websites and 'soft checks' with credit referencing agencies, which will not affect your credit rating.

We will not give anyone else any personal information except on Your instructions or authority, or where We are required to do so by law, or by virtue of Our regulatory requirements. Information about You and Your insurances will be held while You are a client and for a minimum of three years, and in certain circumstances up to six years, after expiry of Your policies. Under the Data Protection Act data subjects have the right to see, and correct, personal information about them that We hold. Please write to our data protection officer at our usual office address if You wish to exercise Your rights or have a complaint about our use of Your data.

**We are an independent insurance intermediary**, who acts on our customers' behalf in arranging insurance. Our services include: assessing Your insurance needs and Personally Recommending policies suitable for You; arranging Your insurance cover with insurers to meet Your requirements; and helping You with any ongoing changes You have to make. We usually offer advice from a range of insurance from our limited panel and we will notify You of the insurers considered in the enclosed table.

Our Service to You  
and the Products we  
Offer

**We will advise and make a personal recommendation** for You after we have assessed Your demands and needs. Our advice will be confirmed in a demands & needs statement, giving reasons for our recommendation.

### **Information on Payment Options and How we will treat Payments You make to Us**

We normally accept payment by cash, cheque BACS or credit/debit card excluding American Express. You may 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. Rates and acceptance may be subject to a credit check. We will give You full information about Your payment options and the appropriate finance agreement when we discuss Your insurance in detail.

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.

Our Fees and Charges  
for providing Our  
Services to You

We usually receive commission from the insurer, which is taken from the amount You pay us, on the insurance and premium finance with whom we place Your business. and we also make the following charges to cover the administration of Your insurance:

Arranging new policies	£ 20.00
Mid term adjustments	£ 20.00
Renewals	£ 20.00
Replacement/duplicate certificates or cover notes	£ 20.00

Mid-term cancellations and other refunds are paid NET of commission and in addition we charge an administration fee of £20.00

Personal lines/Retail policies cancelled during the 'Right to Cancel' period will be subject to an administration charge of £20.00, in addition to the premium charged by the insurer for the period of cover provided. If we arrange a policy on which we earn no commission we will advise You of the arrangement fee before You take the policy out. **We may also make additional charges specific to the arrangement & servicing of certain policies, but these will always be advised to You in advance.** Where we may receive additional remuneration based on the volume or profitability of our account with an insurer we will advise You of this.

Our aim is to provide a first class service, however, if You wish to register a complaint, please contact us **by writing** to Wayne France, K L Plester Insurance Service, Cover House, Stourport Road, Kidderminster, Worcs, DY10 1HE or, **by phone** on 01562 829898 **by email** at wayne@plestergroup.co.uk

How You can  
Complain

If You cannot settle Your complaint with us, You may be entitled to refer it to the Financial Ombudsman Service, for an independent assessment. The FOS Consumer Helpline is on **0800 023 4567** and their address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR Their website is at: <http://www.financial-ombudsman.org.uk/> or, if Your complaint relates to a policy sold online or via email can register the complaint using the European Online Dispute Resolution platform at <http://ec.europa.eu/consumers/odr/>

**The Financial Services Compensation Scheme (FSCS)** We are covered by the Financial Services Compensation Scheme (FSCS). Insurance advising and arranging is covered for 90% of the claim, without an upper limit. For compulsory insurances (eg., 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 from the FSCS.

Premium  
Finance Facilities  
and Service

We are a credit broker, not a lender. When quoting, our systems will undertake a 'soft' check on your credit file. To verify your details, however this will not show on your credit file for other companies and will not affect your credit rating. We may use insurance and finance providers who will conduct a full credit check and share Your payment record with other lenders, all of which will be recorded on Your credit record. **Please advise us if You do NOT consent to a full credit check being undertaken and you require premium finance**, however this may affect our ability to offer instalment facilities to You. In relation to the provision of credit, we offer only the facilities provided by Insurers, or those of Premium Credit or Close Brothers from whom we may receive a commission. We will not offer You any advice on premium finance facilities available through us and You will need to decide Yourself on the suitability of any credit agreement offered.

**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 and Your credit rating may be affected. In entering into a credit agreement to pay Your insurance premium, You give the finance provider the legal Right to cancel Your insurance policy on Your behalf in the event that You default on the loan, and offset any refunded premium against the outstanding amount owed to them. This means that if You default on Your payment terms and the finance provider requests that we cancel Your policy, we will do so as Your agent.

Your Responsibility  
to Provide  
Information

**You must take reasonable care to answer all questions honestly and to the best of Your knowledge, and if You volunteer any other information, You must ensure that the information is not misleading.**

**If any information that You have provided to us changes before You take out Your insurance, during the life of the policy or at renewal, You must inform us of the change. If You deliberately, recklessly or carelessly misrepresent any information in relation to this insurance then Your policy may be cancelled without refund, or treated as if it never existed, or Your claim rejected or not fully paid.**

**Reporting Claims:** As part of our service, we will assist You with any claim You need to make and tell You what Your responsibilities are in relation to making claims.

All incidents which could lead to a claim must be reported as soon as practicable. Your insurer's claims contact number is shown in Your policy. For Motor Insurance we operate an outsourced claims management service via BDL Elite, who will assist You with Your claim and recovery of uninsured losses where this is possible. ALL such claims should be reported using the contact number 01204 567567

**You have a legal right** to cancel Your policy or credit agreement 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 cancel a credit agreement You will need to repay any sums provided in full. If You cancel after the 14 days has elapsed, short-period cancellation rates apply. **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 office address.**

Your Right  
to Cancel

## Personal Lines Products And Insurer Comparison Table

	HOUSEHOLD			Holiday Home	MOTOR							LEISURE			
	Buildings and Contents	Property Owners	Unoccupied Property		Private Motor	Commercial Vehicle	Motorcycle	Classic Car	Motorhome	Horsebox	Agriculture Vehicle	Yacht & Small craft	Caravan	Travel	Pet Insurance
Abacus		✓	✓												
Ageas	✓	✓			✓	✓	✓						✓		
Ansvar	✓														
Ashley Page*	✓														
AVIVA	✓	✓			✓	✓	✓								
AXA	✓	✓			✓	✓									
BGI												✓			
Broker Direct	✓	✓			✓	✓									
Carrol & Partners	✓														
CBI												✓			
Chubb	✓				✓		✓				✓				
Covea	✓	✓			✓	✓									
Dual					✓		✓								
ERS					✓	✓	✓	✓	✓	✓					
Event Insurance															✓
Farmsure	✓										✓				
GEO	✓	✓		✓			✓					✓			
Haven Knox Johnson											✓				
Higos													✓		
Hiscox	✓				✓		✓				✓				
HML Bike Plus							✓								
Home & Legacy	✓	✓			✓										
Horizon UW	✓														
Insurance Emporium												✓		✓	✓
Integra	✓														
IPrism	✓														
KGM	✓				✓		✓	✓							
Legal & General	✓														
Liverpool Victoria	✓				✓	✓	✓	✓	✓						
Keith Michaels*					✓	✓									
Markerstudy					✓	✓		✓							
Marmalade*					✓										
Measured Miles					✓										
MR Ratcliffe*						✓									
Navigators & General											✓				
NIG						✓									
Novitas							✓								
OAK	✓				✓										
Palladium	✓														
Paragon	✓	✓	✓	✓											
Pen Underwriting	✓	✓	✓	✓											
Plum	✓	✓	✓	✓											
Policy Fast		✓			✓	✓									
Ramasis							✓								
Rowley Insurance	✓			✓	✓										
RSA	✓														
Sabre					✓	✓									
Shearwater Insurance										✓					
South Essex Insurance										✓	✓				
SunWorld													✓		
Temp Cover					✓										
Thistle Insurance															
Towergate	✓							✓				✓			
Vasek	✓	✓	✓	✓											
Victor Millwall									✓			✓			
Zurich	✓				✓	✓	✓								

This table reflects the panel of insurers along with the products available to us when sourcing quotations. \*All companies marked with a Asterisk are wholesale brokers.

## Personal Lines Ancillary Products And Insurer Comparison Table

	BDElite	MotorPlus	RAC	ALPS
<b>Motor Legal Expenses</b>	✓	✓		
<b>Guaranteed Hire</b>	✓	✓		
<b>GAP</b>		✓		
<b>Breakdown Cover</b>	✓	✓	✓	✓
<b>Home Emergency</b>	✓			
<b>Excess Protection</b>		✓		
<b>Tools In Transit Cover</b>	✓	✓		
<b>Scratch, Dent, Alloy &amp; Misfuel</b>		✓		
<b>Tyre Cover</b>		✓		
<b>Key Fob Cover</b>		✓		

### **BRIEF OVERVIEW OF COVERS FOR ADD-ONS AVAILABLE**

#### **Motor Legal Expenses**

- Legal expenses in the event of a non-fault claim, motor prosecution cover, uninsured loss recovery and 24/7 accident recovery plus other benefits.

#### **Guaranteed Hire**

- Will provide a courtesy car for a specified period in the event of a total loss claim.

#### **GAP Insurance**

- GAP Insurance is a protection policy that in the event of a total loss claim against your vehicle gives you the difference between the insurance company's settlement and the invoice price of the vehicle at purchase. Available up to 12 months after date of purchase of vehicle.

#### **Breakdown Cover**

- Provides assistance in the event of mechanical breakdown to the vehicle.

#### **Home Emergency**

- Provides emergency assistance in the home 24 hours a day, 365 days a year.

#### **Excess Protection**

- Reimbursement of your excess when it's not recoverable from a Third Party. Available on motor and household policies.

#### **Tools In Transit Cover**

- Provides cover for tools of your trade whilst in vehicle.

#### **Scratch, Dent, Alloy and Misfuel Cover**

- Provides cover in the event of damage to your alloys, scratches and dents to your vehicle and in the event of misfuel.

#### **Tyre Cover**

- Provides cover for sudden, unforeseen damage to tyres.

#### **Key Fob Cover**

- Provides cover for keys that are lost, stolen or damaged by accidental means which are attached to the key fob. Insurance will cover for replacement keys and locksmith costs.

*To discuss any of the above add-ons in greater detail please speak to your advisor.*