



# InsuranceLinx

...together we're stronger.

## Insurance Linx Limited

Unit H Old Stratford Business Park, Falcon Drive, Old Stratford, Milton Keynes, MK19 6FG

Telephone: 01327 810 570

### 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 Conduct Authority**

Insurance Linx Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 477442.

Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts and credit broking in relation to insurance instalment facilities.

You may check this on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/>, or by contacting the FCA on 0800 111 6768.

#### **Our service**

##### Helping you to decide

Our role is to advise you and, after we have assessed your needs, to provide you with a personal recommendation explaining why the insurance product recommended best meets your requirement. Where we can offer the availability of an instalment facility in order to pay the insurance premium by regular payments, we do not offer advice or make personal recommendations in relation to this but we may ask some questions to narrow down the selection of options available; you will then need to make your own choice about how to proceed.

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

We act as an insurance intermediary, not an insurer.

- Sourcing a suitable policy – We act as your agent
- Placing the insurance – We act as your agent
- In the event of a claim – We will act as your agent

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

We provide a personal recommendation and select personal and commercial insurances from a fair and personal analysis of the market, but certain products, we only select products from a limited number of insurers or only offer products from a single insurer. We are not under a contractual obligation but we only select from a single or limited number of providers for the following products:

- Commercial Legal Expenses – AM Trust Europe
- Claims Assist – Great American International



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

We will not in any circumstance guarantee the solvency of any insurer.

We may be able to offer finance for insurance instalments through Metropolitan Premium Finance Limited. We will give you further information about this before we finalise your instalment arrangements. Please note that using premium finance to pay for your insurance will increase the overall cost of your insurance.

## **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:

in writing... Write to The Managing Director at the address shown above.  
by phone... Telephone (01327) 810 570  
by email... david.green@insurancelinx.co.uk

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 (FOS). You contact the FOS by telephone on 0800 023 4567 or further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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 in relation to insurance advising and arranging as follows:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for
  - compulsory classes of insurance (such as Third Party Motor or Employers Liability)

The compensation scheme does not apply to consumer credit.

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

## **Payment for our services**

We normally receive commission from insurers or product providers.

- Any commission we receive will be paid by the insurer or product provider from the insurance premium.
- We do not receive any commission from our Premium Finance provider.

We also charge you for handling your insurances as follows:

If you are a Retail Customer (as defined by FCA)

- New Business/Renewal – This is detailed separately in our Renewal Invitation/New Business correspondence
- Changes made to your Policy after Renewal/Inception - £25
- Cancellation of your Policy - £50
- Issuing duplicate documentation - £10



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If you are a Commercial Customer (as defined by FCA)

- New Business/Renewal – This is detailed separately in our Renewal Invitation/New Business correspondence
- Changes made to your Policy after Renewal/Inception - £25
- Cancellation of your Policy within six months of Renewal/Inception - 20% of the premium paid subject to a minimum charge of £50
- Cancellation of your Policy after six months of Renewal/Inception - 10% of the premium paid subject to a minimum charge of £50
- Issuing duplicate documentation - £nil

You will receive a quotation that 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.

You are entitled at any time to request information regarding commission we may have received as a result of placing your insurance.

Insurance Linx also has specific profit targets with certain Insurers which if targets are reached, the insurer also pays us an additional bonus.

Please be aware that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and to treat you fairly.

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

## **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, we will hold such monies in a Statutory Trust account set up in accordance with FCA rules. We will retain interest earned on monies held in such a Statutory Trust account. 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.



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## **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**

**If you are a consumer**, you are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, providing complete and accurate information that insurers will require. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a mid-term amendment to your 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.

**If you are a non-consumer/commercial customer**, i.e. where we are arranging insurance wholly or mainly for the purposes related to your trade, business or profession, you have a duty to give a fair presentation of risk to the insurer. This means that you should disclose every material circumstance relevant to the risk being insured following a reasonable search within your business to identify and verify such information. This should include information which you and where applicable your senior management, persons responsible for arranging your insurance or other relevant third parties know or ought to know and should include all information that would influence the judgement of the insurer or that would put the insurer on notice that it needs to make further enquiries.

Examples of material circumstances are:

- Special or unusual circumstances relating to the risk;
- Any particular concerns which led you to seek insurance cover for the risk; and
- Anything that those concerned with the class of insurance and field of activity in question would generally understand as being something that would be dealt with in a fair presentation of risks for this type of insurance.

The information must be presented in a way that would be reasonably clear and accessible to a prudent insurer. If you are unsure whether to disclose any information, you should speak to us. You need to take into account the size & complexity of your business, and allow yourself sufficient time before your renewal date to consider and / or assess your insurance requirements.

Failure to provide a 'fair representation' may result in a number of remedies by the insurer. If the breach was deliberate or reckless, the insurer can void the contract and keep the premium. If the breach was not deliberate or reckless, the insurer can void the contract, proportionately reduce a claim settlement or amend the insurance policy terms and conditions then review the merits of a claim on this basis.

You should therefore always provide complete and accurate information to us when we ask you about the insurance risks your business faces before taking out a policy, at renewal and throughout the life of the policy. This also applies to your responses in relation to any assumptions you may agree to in the process of applying for insurance cover.



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You must check all details on any proposal form or Statement of Facts 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 or mean that claims may not be paid.

You must inform us immediately of any changes in circumstances that 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.

## **Protecting your information**

We take your privacy extremely seriously and we will only use your personal details in line with our privacy notice. Please read our Privacy Notice carefully [www.insurancelinx.co.uk/privacy-cookie-policy](http://www.insurancelinx.co.uk/privacy-cookie-policy) and contact us if you have any queries. Where necessary, for example where we would like to use your data for marketing purposes, we shall ask specifically for your consent to do so. Your personal information includes all of the details you have given us to process your insurance policy and we will only request information that is essential. We may share your data with third parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside of the UK. All of the personal information you supply us with will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

## **Credit checks**

We, and other firms involved in arranging your insurance (insurers, other intermediaries or premium finance companies) may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information is used to help tailor a price, to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact 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.

## **How to claim**

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation.

You should contact us as soon as you become aware of any incident that could give rise to a claim. If you are in doubt about who to contact or if you require any assistance in relation to a potential claim, please contact us.