

Part of the Petc ver Group

# **Terms of Business Agreement**

Please read this document carefully as it sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities.

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 (FCA)

The Financial Conduct Authority is the independent watchdog that regulates financial services. Brooks Braithwaite (Sussex) Ltd is authorised and regulated by the Financial Conduct Authority.

Our FCA Register number is 304839 and you can check our status at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

# **Confidentiality and Data Protection**

Brooks Braithwaite (Sussex) Ltd. is registered under the Data Protection Register. Our Registration Number is Z4829003.

Your Personal Information will be held in a secure manner. To ensure that your policy remains confidential and to help prevent crime, we are not able to discuss your policy with any person or organisation (such as a broker) not named on your policy.

If you would like to name an additional person/organisation on your policy please write to us (quoting your full policy number) detailing the full name of the person(s)/organisation(s) you would like to add.

# **Financial Services Compensation Scheme**

If Brooks Braithwaite (Sussex) Ltd is unable to meet its obligations you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS).

Further information about compensation scheme arrangements is available at www.fscs.org.uk by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 (freephone) or 020 7741 4100.

## **Our Products and Services**

Our permitted business includes, arranging, dealing in and assisting with the placing and administration of animal related general insurance products.

ExoticDirect and Sanctuary are trading styles of Brooks Braithwaite (Sussex) Ltd. We also sell and administer Petplan Sanctuary, Golden Valley Bird/PhotoCover policies and the Index of Exempted Dogs Third Party and Pet Insurance policies.

We only offer animal related products from a limited range of specialist Insurers. We are not a general insurance broker and do not search the insurance market on your behalf. We will confirm, for each individual policy, what is covered by your policy based upon the information you have supplied either over the telephone, via the internet or by completed proposal form.

We will provide you with information only; you will need to make your own choice as we will not provide you with any advice or specific recommendations.

### Our aim is:

- To conduct our business with integrity and treat our customers fairly at all times
- To conduct our business with due skill, care and diligence
- To pay due regard to information supplied by our clients and to communicate with them in a manner that is clear, fair and not misleading.

We are an independent insurance intermediary, who acts on both our customers' and insurers' behalf in arranging insurance. In circumstances where we have been granted authority by the insurers to settle claims on their behalf, we will act as agent of the insurer.

Our services include: assessing your insurance needs in the specialist areas in which we operate; arranging your insurance cover 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 need to make and tell you what your responsibilities are in relation to making claims.

# **Your Duty To Give Information**

In deciding to accept this insurance and in setting the terms and premium we have relied on information you have given. You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy.

When we are notified of a change we will tell you whether this affects your policy for example whether we are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to your policy.

If we are not able to accept the change and it becomes necessary to cancel this insurance we will do so as described within the Policy Cancellation within the policy wording.

It is important that you inform us of any change in your circumstances that may be relevant to your particular insurance i.e.

- any criminal convictions
- any financial disputes
- changes to your business activities
- changes to your pets health
- changes to the animals in which cover is required for
- any change of address
- any changes to policyholders



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Non-disclosure, misdescription or misrepresentation of any information given may entitle underwriters to

- avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- apply additional terms from inception
- reduce the claim amount paid proportionally to the amount of premium under charged

We will ask questions to enable us to assess reasonably your insurance requirements, this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

# **Payments and Commission**

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 placed in an Insurers' Premium Account until we pay Insurers. We may use premiums kept in this account to provide credit to our customers, and pay claims, as a result we maintain additional capital resources and strict credit-control and monitoring procedures, as required by the FCA. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance.

We usually receive a commission from the insurer with whom we place your business.

We normally accept payment by cheque, postal order or by any major Credit/Debit card. You may be able to spread your payments through the Insurers' own instalment schemes, a credit scheme (which we have arranged with an established insurance premium finance provider) or in some instances our own instalment system. We will give you full information about your payment options when you take out your insurance.

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.

Policies cancelled during the 14 day cancellation period will receive a full refund of any premium paid provided that there have been no claims paid, notified or outstanding.

# Charges

We normally make the following charges to cover the administration of your insurance:

Policy Fees new policies (Consumer Policies)
Policy Fees new policies (Commercial Policies)
Mid term adjustments (Consumer Policies)
Mid term adjustments (Commercial Policies)
Mid term cancellations are refunded on a pro rata basis
Other cancellations are refunded on a pro rata basis
Renewals (Consumer Policies)
Renewals (Commercial Policies)
Replacement claim or premium refund cheque

### Cancellation

Consumers have a legal right to cancel their 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. We also extend the same cancellation rights to all our commercial customers.

If you wish to cancel a policy you must advise us by telephone, email or in writing, prior to expiry of the 14-day cancellation period. These addresses/numbers can be found on any of our documentation.

## Complaints

Our aim is to provide a first class service, however, if you wish to register a complaint, please contact us **by writing** to;

Customer Satisfaction Manager Brooks Braithwaite (Sussex) Ltd 4 Bridge Road Business Park Haywards Heath RH16 1TX.

or by phone on 0345 982 5499, or by email at enquiries@brooksbraithwaite.com

If we are unable to resolve the issue to your satisfaction, we will formally investigate the matter. We will provide you with a copy of our full complaints procedure and respond to you as a matter of urgency, and always promptly. We will 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 has not been resolved within eight weeks, you may be entitled to referring your complaint to the Financial Ombudsman Service whose name and address we will supply. Using our complaints procedure or referring to the Financial Ombudsman Service will not affect your legal rights.

## **About Us**

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Brooks Braithwaite (Sussex) Ltd is registered in England and Wales under number 1416900. Brooks Braithwaite (Sussex) Ltd is authorised and regulated by the Financial Conduct Authority under reference number 304839.

You can contact us by phone, email or post:

**Phone:** 0345 982 5499

**Email:** enquiries@brooksbraithwaite.com

**Address:** Brooks Braithwaite (Sussex) Ltd, 4 Bridge Road Business Park, Bridge Road, Haywards Heath RH16 1TX

In all communications with us please quote your policy number if applicable.