

General insurance terms of business for consumer customers

Does this apply to you?

This section applies to customers of Staveley Head Limited who are classed as consumers. This means you are arranging insurance for purposes which are outside your trade or profession.

If you are not a consumer, please refer to the section entitled 'General insurance terms of business for commercial customers'.

If it is unclear whether you are a consumer or commercial customer, this section will apply.



Staveley Head Limited

Staveley House
Church Street
Connah's Quay
CH5 4AS

Tel: 0333 370 7777
Email: admin@staveleyhead.co.uk
Web: www.staveleyhead.co.uk

Staveley Head is an insurance intermediary authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number (FRN) is 310600. You can check this on the Financial Conduct Authority register by visiting the FCA website at www.fca.gov.uk/register or by telephoning the FCA on 0300 500 8082.

The Financial Conduct Authority is the independent body that regulates financial services. This document contains important information which the Financial Conduct Authority requires us to tell you, and you should use this information to decide if our services are right for you.

Our service

We offer a wide range of insurance products and have access to leading insurers in the marketplace. For some types of insurance we deal predominantly with a single or limited number of insurers which we have selected.

Depending on the type of insurer arrangement, we will act as follows;

- For a single insurer we will act as your agent in sourcing the policy but as the agent of the insurer in placing the insurance and in the event of a claim.
- For a limited number of insurers we will act as your agent in sourcing a suitable policy, placing the insurance and in the event of a claim, or;
- Where we have carried out a "fair analysis" of the market in order to identify a suitable product. We will have compared products from a large range of insurance providers in terms of cover, price, quality of service and other relevant features in order to select the right policy for you. We act as your agent in sourcing a suitable policy, placing the insurance and in the event of a claim.

You may request a full list of insurers we use at any time.

We will explain the main features of the products and services that we offer you; including details of the provider, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations, and the period of cover.

We will ask you questions to narrow down the options available. You will not receive advice or a recommendation from us. It is up to you to decide if a particular product or service is right for you.

Important information: Consumer Insurance (Disclosure and Representation) Act 2012 Insurance Act 2015

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 and the Insurance Act 2015 to take reasonable care not to make a misrepresentation to an insurer and to make a fair presentation of the risk to us.

A fair presentation is one which clearly discloses, in a reasonably clear and accessible manner, all material facts which you and / or those responsible for arranging this insurance know or ought to know following a reasonable search.

It is important that you check the information you have provided and notify us immediately of any changes to these details.

Failure to provide accurate and complete information to the best of your knowledge may result in increased premiums, a change to policy terms, refusal of a claim, your policy being cancelled or treated as if it had never existed. You are required to update us with any changes to the information you provided at the time you asked us to insure you.

Financial crime

Please be aware that current UK money laundering regulations require us to obtain adequate 'know your client' information about you. We are also required to cross check you against the H M Financial Sanctions List as part of the information gathering process.

We are obliged to report to the National Crime Agency any evidence or suspicion of financial crime at the first opportunity and we are prohibited from disclosing any such report.

We will not permit our employees or other persons engaged by them to be either influenced or influence others in respect of undue payments or privileges from or to insurers or clients.

Terms of payment

Our payment terms are as follows (unless specifically agreed by us in writing to the contrary):

- New policies: immediate payment on or before the inception date of the policy
- Alterations to existing policies: immediate payment on or before the effective date of the change
- Renewals: due in full before the renewal date

It is the responsibility of the customer to ensure payments are met and to check they have been successful, if they are not it could affect future credit scores. If payment is not received from you in accordance with the above terms, we, or your insurer may be forced to cancel or lapse the relevant policy/policies, which could mean that part or all of a claim may not be paid. You may also be in breach of legally required insurance cover.

If any credit or debit card payment used to pay for your insurance are reclaimed by the card holders bank the full balance of the premium and any associated charges will fall due immediately. If this payment is not made, you authorise us to instruct the insurers to cancel your insurance. If you choose to pay by credit or debit card, any refunds will only be made back to that card.

When renewal is invited and the policy is paid by monthly direct debit we will issue a notice to you. To ensure that you are not left without cover in the absence of any response from you it will be deemed as your consent to cover being renewed automatically.

Payment by Direct Debit

Should you choose not to pay for your policy in full, we offer a Direct Debit payment option via our own credit facility. We may also provide you with an option to pay for your policy through a third party finance provider or via an insurer's direct debit scheme.

Please contact us for full details of the terms and conditions, interest and other charges. Availability is subject to status. A deposit may be required. Quotations are given on request.

If you choose to pay by Direct Debit you will be provided with a Consumer Credit Agreement. It is a term of the credit agreement that you assign all of your rights, title, interest and benefit in the insurance policies financed by the credit agreement to us. You therefore authorise us to instruct the relevant insurer to cancel the insurance if any direct debit or any other amount due under the agreement is in arrears or not paid on time. You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

You are required to ensure a valid Direct Debit Instruction is arranged and remains in force for the duration of the repayment plan. In the event that the direct debit arrangement becomes invalid or is cancelled, you agree that this may result in us commencing policy cancellation procedures.

If we receive payment from your insurer in respect of any cancellation of or adjustment to your policy, you authorise us to retain this and/or apply it against payment by you of any money you owe us.

In the event of a claim, you must continue to pay the instalments until the full premium and charges have been settled.

Payment by Direct Debit and Renewal

Up to 21 days before the renewal date of your policy, we will collect an advanced deposit payment ahead of your new policy commencing. This amount will be detailed in your renewal quote letter. If you decide not to renew with us we will refund this payment to you. If you don't want us to take this payment please call us.

Renewal of your policy

We will contact you about your renewal before your policy renewal date. We will send you a letter providing details of your renewal quote and will ask you to contact us.

Renewals are invited on the basis that there have been no changes in the risk. We will remind you at renewal of what information you have given us and ask you to confirm that it remains correct. It is very important that you check this information carefully and confirm to us that it remains accurate and complete. If the information is incorrect or if anything has changed, you must let us know immediately as it could invalidate your policy or result in a claim not being paid. We will provide you with examples of what you need to tell us at renewal. We recommend that you keep a record (including copies of letters) of all information supplied to us for future reference and if you are in any doubt, please contact us.

You will be responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

You will be responsible for paying a charge for the time you are on risk (cover). If you cancel this, you are responsible for arranging alternative insurance or/and payment arrangements.

Any payment we receive from you will be held by us in a Non Statutory Client Trust Bank Account held with HSBC plc. In some cases the payment we receive will be held on behalf of the provider with whom we arrange your policy as their agent. This means that any payment you make to us will be regarded as having been paid to the provider. This is known as risk transfer.

By operating a Non Statutory Trust we are permitted to, and may use such monies to cross fund clients premiums and claims.

By instructing us to place insurance on your behalf you give your informed consent to these Client Money procedures. If there are any matters which you do not understand, or do not accept, you should discuss them with us before proceeding.

We may pass the money you pay us to another intermediary. We will only do this where it is a necessary part of the process of arranging cover for you. Where this includes intermediaries outside the UK, the legal and regulatory regime may be different from that of the UK. In the event of the intermediary failing money may be treated differently than if it was held by an intermediary in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

No interest will be payable to customers in respect of the client account. Any interest earned will remain in the ownership of Staveley Head Limited.

If insurance premiums are not paid within our payment terms we reserve the right to instruct a debt collection agency, using information retained on your file, to recover unpaid insurance premiums and this will result in further costs and interest incurred by you.

Notification of incidents/claims

It is essential to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe you are liable or not. Any letter or claim received by you must be passed to us immediately, without acknowledgement.

Only by providing prompt notification of incidents to your insurance company can steps be taken to protect your interests.

Your policy summary and/or policy document will provide you with details on who to contact to make a claim. A person who is not party to this agreement shall not have any rights under the Contracts (Right of Third Parties Act) 1999 to enforce any term of this agreement. This does not affect any right or remedy which exists, or is available, apart from the Act.

Cancellation

Your policy document will detail your rights to cancel your insurance once you have taken it out. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of either conclusion of the contract or receiving your policy documentation, whichever occurs later. This is often referred to as a cooling off period. This does not affect your statutory rights.

Where you cancel a policy before renewal you will be responsible for paying a charge to meet the cost of cover provided and administration expenses. Please see the Refunds section.

Charges and fees

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance. Any applicable insurance premium tax will be shown on the documentation we provide to you.

Activity	Charge
The arrangement of new policies or renewals with a premium of up to £199.00	Up to a maximum of £75.00
The arrangement of new policies or renewals with a premium of £200.00 Or more	Up to a maximum of 40% of the premium
Mid- term adjustment	£25.00 or 10% of the premium (whichever is greater)
Paper document fee	£7.50
Direct debit setup	£19.90
Credit card handling charge	2% of the transaction amount
Dishonoured cheques	£25.00
Direct debit representations	£22.50
Duplicate documents	£15.00
Requests for copies of personal data	£10.00
Cancellation	£25.00 or 10% of return premium (up to a maximum £50) whichever is greater

Where we arrange low or non-commission paying products, We will charge an arrangement fee equivalent to the average commission level for that particular product and will advise you of the actual amount at the time of quotation or renewal.

These fees may be subject to change. Where there are changes, we will confirm this clearly and the actual amount will always be disclosed to you before you commit to purchasing the product.

As insurance brokers our remuneration for the services we provide may be a fee agreed with you or from commission paid to us by insurers based on the amount they charge you. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing or renewing your insurance cover. We take any commission once we receive your payment as cleared funds and prior to payment of the premium to insurers.

We may occasionally receive additional remuneration from certain insurers for insurance policies we place with them, finance providers, claims management services and others.

Please ask us should you require further information

Refunds

Where a policy is cancelled before renewal, insurers charge to cover their costs, with the balance refunded to you, subject to no claim having been made. Full details will be available in your policy. In the event of an adjustment giving rise to a return of premium the amount may be refunded or held to credit.

Your attention is specifically drawn to the following:- Where you cancel your policy after the expiry of the cooling off period or where you request a mid-term adjustment which results in a refund of premium, we reserve the right to charge you for our time and costs. This will usually result in us reducing the amount refunded to you by the FULL amount of the commission and fees we would have received had you not cancelled. No refunds will be made of less than £5.

The reason for this is that the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we check the ongoing suitability of the cover the policy offers.

These costs are recovered through the commission we earn. If you cancel, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss.

However, any charge made will not exceed the cost of the commission and fees we would have earned.

For certain insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you.

Treating You Fairly

Our aim is to treat all customer fairly, central to our corporate culture. Whenever we deal with you we work hard to ensure that products and services marketed and sold are designed to meet the needs of identified consumer group. All our information is provided in a clear, understandable and informed form; before, during and after the point of sale. You will not receive any advice or any recommendations from us. In the event that something does go wrong we aim to put things right where we have made a mistake.

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.

Should you wish to complain you may do so:

- In writing to Staveley House, Church Street, Connah's Quay Flintshire. CH5 4AS
- By telephone on 0333 370 7777
- By e-mail to complaints@staveleyhead.co.uk
- In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS).

www.financial-ombudsman.org.uk

Further details will be supplied at the time of responding to your complaint

Following the complaints procedure will not affect your legal rights. If you have a complaint against your insurer, please refer to the policy booklet for details of your insurer's complaint procedure.

Solvency of insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme if we cannot meet our obligations. It is your responsibility to check your eligibility, not all insurance policies are indemnified.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at <http://www.fscs.org.uk>

Confidentiality and data protection

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data.

We will treat all your personal information as private and confidential to us and anyone else involved in the normal course of arranging and administering your insurance, even when you are no longer a customer. 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.

We may use information we hold about you to provide information to you about other products, which we feel may be appropriate to you.

We may also pass information about you to other companies with which we are associated. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you.

Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat the issue of these Terms as evidence of your informed consent.

Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records and the systems we have in place that allow us to detect and prevent fraudulent applications for insurance and claims, we are governed and registered under Data Protection Act and undertake to comply with the Act in all our dealings with you.

You may request copies of the information we hold about you subject to a fee of £10. Requests should be made in writing to our registered office address. Details will be provided to you within 40 days of the written request and fee payment being received.

We may carry out searches with various credit reference and fraud prevention agencies to verify your identity and to provide you with an appropriate quote. Such searches are recorded as 'soft' checks or insurance searches and, whilst they won't affect your ability to obtain credit, the record of the check will be available for other companies to see if you apply for their services.

When you apply to pay by Direct Debit, we may search information that credit reference agencies hold about you and use this to assess whether to proceed with the credit application. If your credit application is declined, we will inform you of the credit reference agency used and their contact details. The credit reference agencies may also provide a credit score and may keep a record of the search. We will not receive your credit report and your credit report will not be provided to you as a result of these searches. We may pass any information we hold about you or your payment record to credit reference agencies.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

Communications/documentation

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers.

It is therefore important that the documentation is kept in a safe place as you may need to refer to it or need it to make a claim.

A new policy booklet is not necessarily provided each year although a duplicate can be provided upon request.

You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

Introducer Arrangements

A third party may have introduced you to us and for this the introducer may be paid a fee by us.

General

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected.

These Terms shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court.

These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.

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We offer a wide range of insurance products and have access to leading insurers in the marketplace. For some types of insurance we deal predominantly with a single or limited number of insurers which we have selected as offering value for money and quality service.

We will give you details of these arrangements before you make any commitment on any product we offer you and a list of the insurers used in these cases, will be available on request.

We will explain the main features of the products and services that we offer you including details of the provider, main details of cover and benefits, any unusual restrictions or exclusions, any significant conditions or obligations and the period of cover.

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Important information

Under the Consumer Insurance (Disclosure and Representation) Act 2012 it is your duty as a consumer to take reasonable care not to make a misrepresentation to an insurer.

Under the act a consumer is defined as an individual who enters into an insurance contract wholly or mainly for purposes unrelated to the individual's trade, business or profession.

A failure by the consumer to comply with the insurers request to confirm or amend particulars previously given is capable of being a misrepresentation for the purpose of this act.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate and we recommend that you keep a copy of all correspondence in relation to the arrangement of your insurance.

Please note that under the act an insurer has a remedy against a consumer in respect of qualifying misrepresentations in breach of the consumers' duty of reasonable care where the insurer deems the misrepresentation to be either deliberate, reckless or careless.

If in doubt about any point in relation to your duty to take reasonable care and subsequent qualifying misrepresentations please contact us immediately.

Consumer Insurance (Disclosure and Representation) Act 2012 Insurance Act 2015

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 and the Insurance Act 2015 to make a fair presentation of the risk to us. A fair presentation is one which clearly discloses, in a reasonably clear and accessible manner, all material facts which you and / or those responsible for arranging this insurance know or ought to know following a reasonable search.

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Payment by Direct Debit

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For certain insurance policies, insurers will only provide cover where the premium is due in full on inception of the policy. This means that no refund will be paid if the policy is cancelled before renewal. We will advise you if this affects you.

Treating You Fairly

Our aim is to treat all customer fairly, central to our corporate culture. Whenever we deal with you we work hard to ensure that products and services marketed and sold are designed to meet the needs of identified consumer group. All our information is provided in a clear, understandable and informed form; before, during and after the point of sale. You will not receive any advice or any recommendations from us. In the event that something does go wrong we aim to put things right where we have made a mistake.

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. However we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.

Should you wish to complain you may do so:
In writing to Staveley House, Church Street, Connah's Quay Flintshire. CH5 4AS
By telephone on 0333 370 7777
By e-mail to complaints@staveleyhead.co.uk
In person by visiting our office (see above for address)

Should you not be satisfied with our final response, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS).

www.financial-ombudsman.org.uk

Further details will be supplied at the time of responding to your complaint

Following the complaints procedure will not affect your legal rights. If you have a complaint against your insurer, please refer to the policy booklet for details of your insurer's complaint procedure.

Solvency of insurers

We cannot guarantee the solvency of any insurer with which we place business. This means that you may still be liable for any premium due and not be able to recover the premium paid, whether in full or in part, should an insurer become insolvent.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme if we cannot meet our obligations.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme at <http://www.fscs.org.uk>. It is your responsibility to check your eligibility, not all insurance policies are indemnified.

Confidentiality and data protection

We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data.

We will treat all your personal information as private and confidential to us and anyone else involved in the normal course of arranging and administering your insurance, even when you are no longer a customer. 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.

We may use information we hold about you to provide information to you about other products, which we feel may be appropriate to you.

We may also pass information about you to other companies with which we are associated. We or they may also use the information we hold about you to provide you with information on other products and services we or they can offer and which we or they feel may be of interest to you.

Please notify us promptly in writing if you do not wish your details to be used for any of these purposes otherwise we shall treat the issue of these Terms as evidence of your informed consent.

Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records and the systems we have in place that allow us to detect and prevent fraudulent applications for insurance and claims, we are governed and registered under Data Protection Act and undertake to comply with the Act in all our dealings with you.

You may request copies of the information we hold about you subject to a fee of £10. Requests should be made in writing to our registered office address. Details will be provided to you within 40 days of the written request and fee payment being received.

We may carry out searches with various credit reference and fraud prevention agencies to verify your identity and to provide you with an appropriate quote. Such searches are recorded as 'soft' checks or insurance searches and, whilst they won't affect your ability to obtain credit, the record of the check will be available for other companies to see if you apply for their services.

When you apply to pay by Direct Debit, we may search information that credit reference agencies hold about you and use this to assess whether to proceed with the credit application. If your credit application is declined, we will inform you of the credit reference agency used and their contact details. The credit reference agencies may also provide a credit score and may keep a record of the search. We will not receive your credit report and your credit report will not be provided to you as a result of these searches. We may pass any information we hold about you or your payment record to credit reference agencies.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

Communications/documentation

We will issue all documentation to you in a timely manner. Documentation relating to your insurance will confirm the basis of the cover and provide details of the relevant insurers.

It is therefore important that the documentation is kept in a safe place as you may need to refer to it or need it to make a claim.

A new policy booklet is not necessarily provided each year although a duplicate can be provided upon request.

You should always check the documentation to ensure all the details are correct and if this is not the case you should contact us immediately.

Introducer Arrangements

A third party may have introduced you to us and for this the introducer may be paid a fee by us.

General

If any provision of these Terms is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected.

These Terms shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the exclusive jurisdiction of the relevant court.

These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance. In the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms, by conduct, upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.