



Insuristic Limited Consumer Terms of Business Agreement

1. Introduction

This document sets out the scope of what we shall do for you, and what we need you to do to ensure that your insurance requirements are met.

2. Who We Are

We are Insuristic Limited, Company No. 13926650. Our registered office is at 9 Swan Drive, Walsall, WS8 6EG. We are an Appointed Representative of SJL (Worcester) Ltd trading as SJL Insurance Services who are authorised and regulated by the Financial Conduct Authority. We are permitted to arrange, advise on, and assist in claims handling with respect to non-investment insurance policies and to act as Credit Broker.

You can check these details on the Financial Services Register by visiting the FCA's website <http://www.fca.gov.uk/register> or by contacting the FCA on 0800 111 6768. SJL Insurance Services register number is 763599

If you need to contact us you can do so by the following methods: by writing Robert Faulkner, Insuristic Limited, 9 Swan Drive, Walsall, WS8 6EG or by email to hello@insuristic.co.uk.

If we need to contact you we will do so by either writing to the address you have provided us with, or by calling the telephone number you have given us, or by emailing to the email address you provide us with.

3. Basis of Contract

By proceeding to deal with us you are agreeing to purchase our services as an insurance broker on the terms and conditions of this agreement.

This TOBA applies to the contract for services entered into between us to the exclusion of any other terms that you may seek to impose or incorporate or any other terms which are implied by trade custom practice or course of dealing.

Our Fees and Charges

Insuristic does not charge administration fees to issue or cancel, or change your policy. These costs are covered by the commission we earn from our insurers (see section 5 below).

For the avoidance of doubt, please see the table below.

Arranging a new policy or a renewal	No Charge.
Mid-Term Alteration to your policy (includes change of address, change of cover etc.)	No Charge. Please note, your insurer may charge an additional premium if you change your cover.
Cancellation charges	Within first 14 days – Free of charge From day 15 onwards – Free of charge. Any commission earned by Insuristic Limited is non-refundable after the first 14 days. Please note, some policies do not offer any premium refund if they are cancelled after the first 14 days. Any premium refund is calculated by your insurer, details of this can be found in your policy wording
Dishonoured payment administration charge	We offer credit through a number of schemes and providers. Full details of charges will be provided in any credit agreement and pre contract information by the credit provider

4. How we are paid

We earn a commission of 20% of your annual insurance premium (before tax) from our insurers and this is included in the premium you pay. The commission we earn funds the costs we incur if you buy a new policy, renew your insurance or make a change to an existing policy.

We do not earn contingent commissions from our insurers based on the profitability or growth of our account.

5. Right to Cancel

This right to cancel refers to your right to cancel your agreement with us to provide our services as an insurance broker. You may also have the right to cancel any contract of insurance that you enter into as a result of our provision of our services, however you must check the terms of your insurance policy for this information.

Under the Consumer Contracts Regulations 2013 you have the right to cancel this contract for the provision of our Services within 14 days without giving any reason. This is independent of your right to cancel any insurance contract subsequently entered into as a result of the provision of our Services.

The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement by email to hello@insuristic.co.uk. You should include the following information:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*], Ordered on [*/received on [*],

Your Name:

Your Address:

Your Policy Number:

Date:

[*] Delete as appropriate

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

6. Effects of Cancellation

If you cancel this contract for the provision of our services, provided you have not made a claim, we will reimburse to you all payments received from you except for any commission we receive in accordance with clause 4. If you cancel any insurance policy that you enter into as a result of the provision of our services, you must check the terms of that policy to find out how much and when you will be reimbursed.

We will make the reimbursement without undue delay, and not later than 30 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of Services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us

your cancellation from this contract, in comparison with the full coverage of the contract.

7. Our Services

We are an independent insurance intermediary, We act as your agent for sourcing and placing insurance business and in the event of you notifying a claim to us. We will act as the insurer's agent for the purposes of cancelling the policy, collecting or refunding premiums or as otherwise informed. Where we have delegated underwriting authority, such as if your policy is with MGAM, in these cases we are acting on behalf of the insurer as their agent. Please see section 14, Conflicts of Interests for further details.

If you purchase a product via our website, there will only be a limited number of insurers available. These will be listed on the website for the policy you are looking to purchase. We will not provide any advice, but we will provide you with enough information in order for you to make an informed decision as to how you wish to proceed.

8. Your Duty to Answer all Questions Truthfully and Accurately

The terms of any insurance that we arrange on your behalf is based upon the information provided by you to us or to your insurer. Under the Consumer Insurance (Disclosure and Representations) Act 2012, you must take reasonable care not to make a misrepresentation to your insurer by answering all questions honestly and to the best of your knowledge. This obligation applies at the outset (before the setting up or renewal of your insurance policy is concluded) and throughout the period of insurance cover.

Failure to comply with your duty could have a number of consequences including invalidating your policy and your claim not being paid.

9. Claims

All policies contain conditions regarding the notification of claims with which you must comply. It is also your responsibility to notify us immediately of all incidents that may result in a claim against your insurance policy. You must do so whether you believe that you are liable or not.

Any correspondence or claim received by you must be passed to us immediately, without acknowledgement to the sender other than where there is a claim notice under the new MOJ Portal where acknowledgement is required to be given to the communicating solicitor within 24 hours.

10. Payments

Where we raise an invoice for specific charges, our terms are that payment is required within 10 days of the date of the invoice. If you fail to make a payment to us when due then we reserve the right to charge you interest on the outstanding amount at 8% above the Bank of England's base rate from time to time or at 8% per year for any time when the base rate is below 0%. In addition, your policy may be cancelled or not taken up.

You may be able to spread your payments through an insurer's own credit agreement, if one is available. Where an insurance credit agreement is not available, we can still arrange to finance your insurance premium, using a third party lender called Premium Credit Ltd. In all circumstances where we arrange a credit agreement on your behalf, we act as the credit broker.

We will give you full information about your payment options and any appropriate finance agreement when we discuss the insurance in detail with you. If you choose to take up a credit agreement, this will be an entirely separate contract from your insurance contract. You must read the terms of any agreement carefully and, in particular, note any credit cancellation period that may apply. If you fail to meet the contractual obligations regarding payment, the finance provider could approach your insurer to seek a termination of your insurance contract to recoup their outstanding finance arrears. You will be liable to pay their costs and charges. If you do not keep up your payments, your policy may be cancelled. This is because the agreement in respect of payments is between you the policyholder and the finance company and does not involve us or the insurer. Where we introduce you to Premium Credit and you set up a credit agreement with them, we will earn commission from Premium Credit for introducing you to them. Full details of the commission earning are available on request.

All amounts due to us shall be paid in full without any set off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). We may, however, set off any liability that you may owe to us against any liability that we may owe to you (such as claims moneys or premium refunds), whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement or any other agreement between us.

11. Payment of Premiums

Under the terms of our agreement with the insurance companies with whom we place business, we normally receive the premiums that you pay to us as an agent of the insurer. This means that the money you pay to us will be treated as having been received by the insurance company. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance. In arranging your insurance, we may employ the services of other intermediaries who are regulated by the Financial Conduct Authority and your premium may be passed to these intermediaries for payment to insurers.

12. Termination of your Insurance

Your insurance policy will contain details of the procedure available to you if you wish to cancel the policy part way through. This may include a return of part of the premium you have paid.

If you do not pay your insurance premium or any instalments of your insurance premium by the date due for payment, your insurance may be cancelled or not taken up.

If your policy is cancelled or not taken up our fees are not refundable.

13. Data Protection

We will only use your personal data (including sensitive personal data) that we collect from you in accordance with our privacy policy, a copy of which may be viewed by clicking [here](#). In particular, we will use information we hold about you for the purposes of providing and administering an insurance product for you.

14. Conflicts of Interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you. We may act as agent of an insurer under a delegated underwriting authority. In these instances, where we act as your agent for your insurance needs we will always act in your best interests when arranging your policy. We follow our own conflict management policies and procedures (for example, using information barriers). These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

15. What to do if you have a complaint

We aim to provide a first class service, however, if you wish to register a complaint please contact us emailing hello@insuristic.co.uk. A copy of our full complaint's procedure is available on request and we will respond to your complaint within 5 working days. We will aim to give you a final response to your complaint within 8 weeks or keep you informed as to why this is not possible. In the event that your complaint relates to activities or services provided by another party, we will ensure that your complaint is appropriately forwarded in writing and will track the progress of the complaint and responses of that party.

If, after our final response has been issued, you are not satisfied, you may be entitled to refer your complaint to the Financial Ombudsman Service for an independent assessment and opinion. The FOS consumer helpline is 0800 023 4567 (free from a landline) or 0300 123 9123 (free for mobile phone users paying a monthly charge for calls to numbers starting 01 and 02) and their address is Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

16. Limitation of Liability

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; your right to receive services which are supplied with reasonable skill and care and for defective products under the Consumer Protection Act 1987.

We are not liable for business losses. We only supply our Services to you for domestic and private use. If you use our Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We have obtained insurance cover in respect of our own legal liability for individual claims not exceeding £2,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover that we have been able to arrange on a commercial basis for our business. If this does not meet your requirements, please ensure that you have in place your own insurance for any shortfall or excess loss.***

Subject to the above our total liability to you in respect of all other losses arising under or in connection with our provision of services pursuant to this Terms of Business Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the higher of:

- (a) the amount of our charges; and
- (b) the amount actually received by us as a result of a claim made by us pursuant to our insurance in respect of such breach.

We are also covered by the Financial Services Compensation Scheme (FSCS). You may be entitled

to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Full details and further information are available from the FSCS helpline on 0800 678 1100 or 020 7741 4100 and www.fscs.org.uk. The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms like us. The FSCS can pay compensation if an authorised firm is unable or unlikely to be able to pay any claims against it, usually because it has gone out of business or is insolvent. Further information about compensation scheme arrangements is available from the FSCS.

Whilst we endeavour to place business with insurers who demonstrate an adequate level of financial solvency, and although their regulator requires them to maintain a minimum level of capital, we cannot guarantee the solvency of any insurer. We do not monitor insurer solvency on an ongoing basis, and will not be liable for any losses suffered by you in the event of the insolvency of an insurer.

17. General

17.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

17.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

17.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

17.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

17.7 Neither you or us shall be in breach of this agreement nor liable for delay in performing or failing to perform any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

17.8 We shall not at any time disclose to any person any confidential information concerning you except that we may disclose your confidential information to our employees, officers, representatives, sub-contractors or advisers who need to know such information for the purposes of carrying out their obligations under this agreement. We shall ensure that our officers, representatives, employees, sub-contractors or advisers to whom we disclose your confidential information also comply with our confidentiality obligations. We may disclose your confidential information if required by law, a court of competent jurisdiction or any governmental or regulatory authority.

We shall not use your confidential information for any purpose other than to perform our obligations under your contract.