

## Terms of business agreement

The following Terms of Business Agreement sets out the basis on which GINS Limited, trading as Holistic Insurance Services, 181A Watling Street, Towcester, Northamptonshire NN12 6BX, will provide business services to you as a commercial client of the firm.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and willing to explain these terms and the reasons for them.

**YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.**

### Contact us

Telephone .....01327 354249

Email.....info@holisticinsurance.co.uk

Address.....181A Watling Street, Towcester, Northamptonshire NN12 6BX

Business Hours.....Monday – Friday 09:00 – 17:00

### About us

We are authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number is 475577. We are permitted to arrange; advise on; deal as an agent of insurers and clients; assist in claims handling in respect of non-investment insurance policies. You can check these details online using the Financial Services Register at <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768.

We offer insurance products from a limited number of insurers, details of which are available upon request. Please note that we do not give advice as to the suitability of the products which we offer, and you must therefore decide on the basis of the information which we provide to you whether the products are suitable to meet your demands and needs.

### Our service

We offer a specialist service to the complementary and beauty therapy business aimed primarily at members of professional associations. Our range of underwriters is limited due to the specialist nature of the cover that we offer. We do, however, keep under constant review the insurance market to ensure that we are always able to offer the best possible terms.

### Your duty of disclosure

Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

### **How to cancel**

Please contact us immediately if you wish to cancel any insurance policy we have arranged for you. You may have a right to cancel a policy without penalty within the first 14 days. Please refer to your policy summary or your policy document for further details. If you cancel within this initial 14 day period, you will receive a full refund of your premium and our fee.

If you choose to cancel other than within the initial 14 day period you will receive a pro-rata refund of premium. You will not be entitled to a refund of the administration fee that we have charged you at inception of your policy.

### **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 (this can be found on the About Us page of our website) and contact us immediately if you have any queries. Where necessary, for example, where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled strictly in accordance with the applicable Data Protection regulations and legislation.

### **How to claim**

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact us directly as soon as you become aware of any incident which could give rise to a claim. If in doubt about whom you should contact, or if you require our assistance in relation to a claim or potential claim, please contact us.

### **Fees and charges**

In addition to your insurance premium we make the following administration charges to cover the cost of your insurance:

1. New business standard malpractice/liability policy not exceeding (per therapist covered): up to £50.00. These charges are noted on your certificate of insurance.
2. Renewals: up to £50.00.
3. Mid-term adjustments: there is normally no charge if you make a change to your policy with the following exceptions: changing from student to full practitioner status, or non-standard policies, where we will make a charge up to £50.00.

Where we do not make a charge for our services, we will receive commission instead from insurers.

For certain commercial insurance policies, insurers will only provide cover where you have paid the premium in full on inception of the policy. This means that no refund will be paid if you cancel your policy before renewal.

## **Terms of Payment**

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

1. New policies: immediate payment on or before the inception date of the policy.
2. Renewal: payment in full before the renewal date.
3. Alterations to existing policies: immediate payment on or before the effective date of the change.

If payment is not received from you in accordance with the above terms, we, or your insurer, may be forced to cancel the relevant policy/policies, which could mean that part or all of a claim may not be paid.

## **Our earnings**

You are entitled, at any time, to request information regarding any commission which we may have received from insurers as a result of placing your insurance business. In addition to the agreed fee or commission which forms the basis for our remuneration, we may also receive commission from our insurers which is calculated on the basis of the volume and profitability of business placed with them. This is not specific to any one policy or year of account.

## **Block transfers**

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients. This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us so to do.

## **Protecting your money**

Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we hold your money as an agent of the insurer with which we arrange your insurance. Where we hold premium as the agent of the insurer it is regarded as received by the insurer.

We may transfer your premiums to the insurer through another party, such as a broker or underwriting agent for the purposes of effecting a transaction.

**By accepting this Terms of Business Agreement, you are giving your consent for us to treat your money in this way. Please notify us immediately if you have any objection or query.**

## **Complaints**

It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should do so by contacting: Alison Livings, Director, Holistic Insurance Services, 181A Watling Street, Towcester NN12 6BX, telephone: 01327 354249, email: [alison.livings@holisticinsurance.co.uk](mailto:alison.livings@holisticinsurance.co.uk). You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 0 234 567, and further information is available at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected. We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

**Compensation arrangements**

We are covered by the Financial Services Compensation Scheme. 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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, also without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/>.

**Money laundering/Proceeds of crime**

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

**Adequacy of insurance values**

It is your responsibility to ensure that all sums insured and policy limits are adequate. Whilst we seek to assist in establishing and maintaining insured values and indemnity limits we cannot accept responsibility for their accuracy. It is strongly recommended that you seek professional advice to ensure that the sums insured and limits under the policy are suitable.

**Conflicts of interest**

As insurance brokers we generally act for and owe duties of care to insurers and/or other parties in advising you, arranging your insurance and assisting you in the event of a claim. Where we become aware of any actual or potential conflict of interest, we will inform you of the situation, the options available to you and obtain your consent before we proceed.

**Insurer security**

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

**Termination**

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

**Law and jurisdiction**

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.