

TOPAZ Insurance Services Ltd – TERMS OF BUSINESS

Topaz Insurance Services Ltd is an independent insurance intermediary acting as an agent to arrange your insurance on your behalf. We offer a wide range of insurance products and have access to the leading insurers in the marketplace. We have been established since 1980 and are regulated by The Financial Services Authority (FSA) - Register no: 302073. The FSA is the independent watchdog that regulates financial services. For more information visit: www.fsa.gov.uk/register or call 0845 6061234. It requires us to give you this document to decide if our services are right for you. Once we have confirmed our terms of business in writing, they will be deemed to be acceptable to you unless you notify us to the contrary within 3 days.

Policy Fees, Charges & Interest

When you elect to pay by instalments, payments additional to the insurer premium will be required to cover the cost of our credit advance. We will give you full information about your payment options and details of the interest payable when we discuss your insurance in detail. Adjustment and policy fees are charged for our professional services. These will be identified separately to the insurance premium and are non-refundable. Payments are accepted by Cash, Cheque, Credit or Debit cards.

Our current charges are as follows:

Duplicate certificates *:	£12
Policy adjustment fee *:	Between £12 to £50
Dishonoured payment fee:	£12.50

(*In addition, some insurers make their own small charges for these adjustments.)

We will notify you in advance when this occurs.

We are the Agent of the Insurers for the purpose of collection of premiums.

We may retain documents until full payment has been received. In these circumstances we will provide you with temporary documents you may require by law. In the event of a claim being made on a policy, any instalments outstanding become due immediately.

Direct Debits are arranged under separate contract.

Our consumer Credit Licence No. is: 301812

Completion of Proposal Forms:

Insurers pass information to the Claims and Underwriting Exchange Register compiled by the Association of British Insurers. The objective is to check information provided and to prevent fraudulent claims. Before you sign any proposal form for a new policy, a change of insurer at renewal, or any adjustment of an existing policy, please ensure that all answers given are accurate and complete. This is especially important if the form has not been completed by yourself, or is computer generated.

Please also ensure that you read and fully understand the insurer's declaration on the proposal form and that you agree to abide by its' terms and conditions before signing. Please note that all insurers reserve the right to refuse to pay any claim, or impose additional terms if inaccurate, incomplete or all relevant information is not supplied. If you are in any doubt as to what constitutes a relevant fact, please ask us for advice.

Cancellation:

If a policy fails to satisfy your requirements, you must return **all** your documents within 14 days with a written request. A pro-rata refund will be allowed. In all other circumstances, you may be due a refund of part of your premium in accordance with the following scale:

Short Period Cancellation Scale:

Months on cover	1	2	3	4	5	6	7	8
Premium Payable	30%	40%	50%	60%	70%	80%	90%	100%

No refunds will be given in circumstances where a minimum premium has been applied, a claim has occurred or for cancellation of Legal Protection, Breakdown or short term policies i.e. 6 months or less.

In the event of cancellation, we will deduct from the refund any commission we received for arranging the policy with the insurer.

Our Service

Our service includes: Advising you on your insurance needs; arranging insurance cover with insurers to meet your requirements and helping you with any ongoing changes you wish to make. We will make sure as far as we are able that the products or services we offer you match your requirements:

- If it is practical, we will identify your needs by obtaining information from you.
- If we cannot match your requirements, we will explain the differences in the product or service that we can offer you.

We will explain the main features of the products and services that we offer, including who the insurer is, all the important details of cover and benefits, any significant conditions or unusual restrictions or exclusions, any significant conditions or obligation which you must meet and the period of cover.

If you want to consider the products or services we have offered you, we will confirm how long you have to take up your insurance on the terms we have quoted you; give you a written quote if you ask for one, including all the information you need to make an informed decision; and provide you with a sample policy if you ask for one.

Confidentiality and Data Protection

All information about you will be treated as private and confidential. We will only use and disclose the information we have about you in the normal course of administering your insurance. We may pass information about you to credit reference agencies for the purposes of arranging payments by instalments. We may also use the information that we hold about you to provide you with information about other products and services which we feel may be appropriate to you. If you do not wish to receive marketing information from us, please write to us and let us know. Under the Data Protection Act 1998 you have rights of access to any personal information that we hold about you in our records. If you have any queries concerning this, please contact us.

Claims

It is essential that you notify us immediately of all incidents that may give rise to a claim against your policy. You must do so whether you believe you are liable or not. Any letter of claim you receive must be sent to us unanswered, immediately. Your policy document will generally give you details on whom to contact in order to make a claim. If this information is not provided, or you require assistance, please contact us. We will then advise you on what action is required and by whom.

Claim Settlements

Where insurers have put forward a total loss settlement proposal based on the current market values, we will not entertain a complaint where these are considered reasonable.

Policy Documents, Certificates of Insurance And Policy Schedules

On receipt of any of the above, will you please read and check the documents carefully. If any of the details are incorrect or not suitable for your needs please let us know at once. Failure to do this could mean that your cover is insufficient or incomplete and that a claim may not be successful or fully met.

Responsibility For Cover

Customers are reminded that it is their personal responsibility, under the Road Traffic Act, to ensure that before using a vehicle on the road they are in possession of a valid cover note or certificate of insurance.

Complaints Procedure

At Topaz we are committed to customer care. We have established our reputation on the high level of service we provide. We recognise the importance of a fair and prompt resolution to all valid complaints. If you feel dissatisfied in any way with the manner in which your insurance was arranged or the subsequent service you have received from ourselves in the handling of your insurance, we will, on being advised of the nature of your complaint, try to resolve it as quickly as possible. If we receive a complaint which does not relate to any general insurance product or activity, or should more appropriately be referred to another organisation, we will advise you in writing within 5 business days.

What to Do.

In the first instance you should telephone, outlining your grievance.

If you remain dissatisfied, request to speak to the office manager. If your complaint is not remedied to your satisfaction then you should write to the Director at our address providing full details and any supporting documentation. We will acknowledge your complaint within 5 working days and subject to the nature of the complaint a written response will be provided within 20 working days, unless sufficiently complicated to warrant further investigation. Should you not be satisfied with our final response, you may be entitled to refer it to the Financial Ombudsman Service. We are covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation in the event that we cannot meet our obligations. This depends on the type of business and the circumstances. We will advise you when this applies.

Law to be applied

The parties are free to choose the law applicable to a contract of insurance. Unless specifically agreed to the contrary all contracts arranged through our agency are subject to the Law of England and Wales.