stanmore
the insurance people

Terms of Business - Applying to General Insurance customers

By accepting these Terms of Business, you are giving your consent to the actions described in the following sections. Please read carefully.

Company Details

Stanmore Insurance Brokers Limited, Stanmore House, 64-68 Blackburn Street, Radcliffe, Manchester, M26 2TS. Telephone: 0161 724 2900 Fax: 0161 724 2901. Stanmore Insurance Brokers Limited is authorised and regulated by the Financial Services Authority. Our Firm Reference Number (FRN) is 306217. You can check this on the FSA register by visiting the FSA's website www.fsa.gov.uk/register or telephone the FSA on 0845 606 1234.

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 predominately 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 insurer used in these cases, will be available on request. We will make a recommendation for you after we have assessed your needs, or advise you if we are unable to place your insurance.

For some products we have underwriting authority to bind insurers to cover under a special scheme and so act as their agent in this respect. However we manage this potential conflict and ensure that the service we offer our customers is solely focused on recommending the policy that best suits their needs.

Confidentiality and Data Protection

All information about you will be treated as private and confidential and kept secure. We will only use and disclose the information we have about you in the normal course of arranging and administering your insurance. We may pass information about you which may include details of your payment record to credit reference agencies for the purposes of arranging payments by instalments. As a member of Brokerbility, the products and services we offer may be enhanced. We may pass information about you to Brokerbility as part of our required management procedures.

We may also use the information we hold about you to provide you with information on other products and services we can offer which we feel may be appropriate to you. If you cancel or lapse your policy we may contact you the following year to provide a quotation. We may also store certain data about you on a database which can be accessed by our associated company, Hammond Ragget & Company Limited. This data does not include your bank account or insurance policy details, but does contain certain general financial and contact information about you. Our associated companies may use this data to contact you about services they offer which may be of interest to you. If you do not wish to receive marketing information from us, or for us to disclose information about you to other parties for marketing purposes please write to us at the above address. Under the Data Protection Act 1998 you have rights of access to any personal information we hold about you in our records.

At the request of many of our customers and to make managing your insurance more convenient, it is Stanmore's policy to deal with your spouse or partner if known to us who calls on your behalf. In exceptional cases we may also deal with other people who call on your behalf. If you would like someone else to deal with your policy on a regular basis please let us know as we will require them to complete our Data Protection Authorisation Form, details of which can be obtained from us.

Your Duty to Disclose Information

It is your responsibility to provide complete and accurate information to insurers when you take out an insurance policy, throughout the life of the policy, and when you renew your insurance.

It is important that you ensure all statements you make on proposal forms, claim forms and other documents are full and accurate.

Please note that if you fail to disclose any material information to us and your insurers, this could invalidate your insurance cover and could mean that part or all of a claim may not be paid. You should take particular care to check the accuracy of all information you provide.

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.

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 of claim received by you must be passed to us immediately, without acknowledgement. Only by providing prompt notification of incidents can your insurance company take steps to protect your interests.

Your policy summary and policy document will provide you with details on who to contact to make a claim. Claims payment will be made in favour of you. If you require a payment to be made to a third party then you must confirm the required payee name and details and provide a brief explanation for your request. Please contact us for guidance on claiming under your policy.

Cancellation

- Consumers have the right to cancel new policies within 14 days of receipt and renewal instructions within 14 days of renewal. If this right is exercised insurers will charge for the cover provided including administration costs. Full details are provided in your policy document.
- This right is in addition to any other cancellation right consumers have after expiry of the 14-day period.
- For commercial clients if there is any right to cancellation or refund this is detailed in your policy.
- Our own charges are separate and if the policy is cancelled at any time these will not be refunded.
- Cancellation instructions will be effective from the date of return of insurance certificates and other requested official documents.

Financial Services Compensation Scheme (FSCS)

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 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit

Further information is available from the Financial Services Compensation Scheme (www.fscs.org.uk).

Complaints

It is our intention to provide you with the highest possible level of customer service at all times. Should we not meet your expectations, we have a complaints procedure, which is explained below. Should you wish to complain you may do so:

- In writing to the Complaints Manager David Turner
- By telephone on 0161 724 2900
- By e-mail at dturner@stanmoreinsurance.com
- 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). Further details will be supplied at the time of responding to your complaint.

Charges

In addition to the amount charged by insurers we also make charges to cover the administration of your insurance.

Consumers		**Commercial Customers**	
Non refundable arrangement fee	up to £50.00	Non refundable arrangement fee	up to £100.00
Renewals	min £10.00/*max	Renewals	Min £20.00/*max
Mid Term Adjustments	£10.00	Mid Term Adjustments	£10.00
Lost papers/documents	£10.00	Lost papers/documents	£10.00
Temporary change	£10.00	Temporary change	£10.00

As we do not earn commission on legal expenses insurance the premium includes a fee of up to £12 to reflect our administration costs. *For other low or non-commission paying products, we will charge an arrangement fee not exceeding 30% of the premium, 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 we earn our income predominantly 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 may occasionally receive additional remuneration from certain insurers for insurance policies we place with them. 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.

Insurers reclaim commission paid to us when you cancel a policy before renewal or where there is a mid-term alteration to your policy which results in a refund of premium. The amount reclaimed is based on the number of days until the planned renewal date. As a consequence, we will make a deduction to the value of the commission reclaimed, from any return premium owing to you.

For certain commercial 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.

In view of the cost involved in making changes to your policy, we will not issue refunds of less than £25.00.

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

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.

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

Unless we advise otherwise, any payment we receive from you will be held on behalf of the insurer 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 insurer.

On occasions when we do not act as the insurer's agent for the receipt of premium payments, your payment will be segregated into a statutory client bank account held by Stanmore Insurance Brokers Limited as trustees on your behalf. Please make all cheques payable to Stanmore Insurance Brokers Limited.

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 Stanmore Insurance Brokers Limited.