

## NOTICE TO CLIENTS

### **Initial Disclosure Document & Terms of Business**

This document sets out the terms on which Gent & Craig Insurances Ltd undertakes to act for its clients. These are our standard terms and can only be varied with our written agreement.

#### **1. Definitions**

- a) "We/us/our means Gent & Craig Insurances Ltd of 81 High Street Bangor BT20 5BD Telephone No. 02891 457060 Fax No. 02891 465297  
b) "Financial Services Authority" (FSA) of 25 The North Colonnade, Canary Wharf, London E14 5HS

**2. Regulation.** We are Authorised & Regulated by the FSA which regulates sales, advisory and service standards. Our FSA Register Number is 474850 and you can check this on the FSA's Register by visiting FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or on 0845 606 1234.

**3. Our Commitments.** As an authorised and regulated Firm we will:-

- Act fairly and reasonably when we deal with you.
- Make sure all our general insurance services satisfy your requirements whenever possible.
- Make sure all information we give is clear, fair and not misleading.
- Avoid conflicts of interest, or if we cannot avoid this, explain the position fully to you.
- Give you enough information and help so you can make an informed decision before you make a final commitment to buy your insurance arrangements.
- Handle claims fairly and promptly.
- Make sure you receive all the documentation you need.
- Protect any personal information, money and property we hold or handle for you.

**4. Status.** We act as an Insurance Intermediary on your behalf, providing independent broking services to you. We offer a range of insurance products and our services include; advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirements and helping you with any subsequent event or alteration to your insurance that we have placed on your behalf. We place insurance with a number of insurers and we will advise you should we have any special arrangements with them. Although we act on your behalf, occasions may arise where we may have some form of interest in the business. If this happens, or we become aware that out interest conflict with yours, we will write to you and obtain your consent before we carry out your instructions and detail the steps we will take to ensure fair treatment.

**5. Professional Indemnity.** We confirm to the FSA's requirements in respect of Professional Indemnity Insurance. This type of insurance is mandatory for FSA Regulated Firms.

**6. Security.** It is important to us that business is placed with insurers who are of a financial standing and reputation to support the policy being underwritten. We cannot and do not, guarantee the solvency of any insurer we use nor do we rate, access or approve security.

**7. Disclosure of Information.** You and any agency acting on your behalf are required to act with utmost good faith towards both ourselves and insurers at all times and must disclose to insurers before the contract is finalized, all information which is material to the risk. If there is any doubt as to whether information is material, it must be disclosed to insurers. The duties of utmost good faith and full disclosure apply before the contract is concluded, at renewal, and on extension or amendment of the policy. In addition, they also apply to the claims process and any situations during the period of the policy where you are required to provide information to insurers. The accuracy of all statements, information and answers required by insurers is your sole responsibility. Any failure of these duties may entitle insurers to void the policy with effect from inception and to repudiate liability in respect of all claims under the policy. Please discuss with us if you are unsure whether information may be material if you have any other query regarding your duties towards us or the insurers.

**8. Confirmation of Cover.** It is essential to have confirmed with insurers all details of insurance contract prior to its inception. Once your requirements have been completed we will advise you in writing and then forward our cover note, policy or similar document where appropriate in line with market custom. You are strongly advised to examine these documents carefully and advise us immediately if they are incorrect or do not meet with your requirements or if you should be dissatisfied with any of the insurance security.

**9. Proposal/Claim Forms.** In completing a proposal or claim form, or other document relating to an insurance policy, the accuracy of all answers, statements and/or information is the insured's sole responsibility. In the completion of these forms, we would remind you of your duty of utmost good faith and obligation to disclose material information, as mentioned above. The inclusion of incorrect or incomplete information may result in the denial of a claim or avoidance of the policy.

**10. Premiums.** On business where invoices are sent they will show the premium due dates. It is important payment is made to use before the due date, or immediately upon receipt if past due date. Failure to meet the payment obligation may mean that your insurer's obligations to you under the policy are terminated. In order to be able to offer your credit facilities, we are registered under the Consumer Credit Act and our License Number is 614600. We normally accept payment by guaranteed cheque or cash the insurers have facilities to accept payment from most major credit cards. You may be able to spread your payments through insurers' instalment schemes and a credit scheme with a third party finance provider. We will give you full information about your payment options when we discuss your insurance in detail.

**11. Premium Warranties.** Where insurers have specified a premium payment warranty, we will advise you as soon as possible and premium must be paid to insurers by that date. We will require payment at least 2 working days prior to this to ensure timely processing. If you do not think you will be able to comply with the premium warranty, please contact us immediately. Failure to comply can result in the insurer automatically terminating your policy.

**12. Warranties/Subjectives.** You must comply with any warranties (whether express or implied) contained within the insurance we have arranged. Failure to comply can result on the insurer automatically terminating your policy and/or invalidating your claims. Further, where insurance has been placed with subjectivity, it may be invalidated or coverage prejudiced whilst the subjectivity is outstanding.

**13. Remuneration.** Our normal means of remuneration is from commission or brokerage earned on insurance placed, however on private motor or commercial vehicle policies a £25.00 maintenance fee will apply at new business and renewal. We do, however reserve the right to make charges in certain circumstances and the specific charge and purpose of any additional charges will always be advised to you in advance. A fee, at our discretion to cover our administration costs of your insurances for these specified activities.

Mid Term Adjustments	£10	Handling claims with insurers	£25
Mid Term Cancellations premium	10% of annual	Recovering uninsured losses from third parties on your behalf	£50
Replacement/duplication certificates or cover-notes	£15	Default with I-Prompt or Premium Credit facility	£50/£25
Dishonoured cheques	£25	The specific charge and purpose of any additional charges will always be advised to you in advance.	

**14. Cancellation Clause.** In the event that you or your agents fail to pay this the premium or any instalment thereof on the due date, the insurance may be cancelled forthwith. Further, we must remind you that our remuneration is earned on placing or renewing of the insurance and if the insurance is cancelled or adjusted, no return of commission will be given.

**15. Quotations.** Unless otherwise advised, any quotations given will remain valid for a period of 30 days from the date of issue of the quotation, or less where indicated.

**16. Claims.** In general terms, insurers require immediate notification of any claim of circumstance, which may give rise to a claim. Whilst the precise terms of the notification requirements of insurers will be set out in their policy document, it is our practice to advise clients to submit claims or advise details of claims or circumstances immediately. Failure to do so may entitle insurers to deny claims and if there is any doubt whether a matter constitutes a notifiable claim or circumstances, we should be contacted immediately. When we receive notification of an incident that might give rise to a claim under your policy we will inform the insurer without delay and, in any event within 5 working days. We will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of the loss. We will notify you of any request for information we received from your insurers. We will forward any payments from insurers in respect of any claim, to you, without delay.

**17. Documentation.** With your consent we reserve the right to retain certificates or other policy documents at this office until payments due under the policy have been made. Any agreed facilities for payment of premiums by instalments through us will be subject to written agreement, which will include authority to retain certificates of insurance or other policy documents until all payments are received. By accepting this agreement, you agree that delivery of any certificates of insurance or other policy documents to us shall constitute delivery to yourself in accordance with statute law. Should we withhold any documents we will ensure you receive full details of your insurance cover.

**18. Confidentiality & Data Protection.** We will treat all your personal and sensitive information as private and confidential to us and anyone else in providing insurance even when you are no longer a client. In order to process your application it may be necessary to disclose your information to third parties who may hold this information indefinitely. We may also be required to disclose your information to the FSA or if we are legally compelled to and we may also obtain advice and guidance from professional advisers such as compliance advisers. On these occasions you agree that personal information held by us may be disclosed on a confidential basis and in accordance with Data Protection Act 1998 to such third parties. You agree this information may be transferred electronically eg by email. You also agree that we, or any such company, may contact you in the future by any means of communication which we consider appropriate at the time. Under the terms of the Data Protection Act you have the right to view any personal data we may keep on you. Should you have any queries please write to Brian Gent the address shown in 1 (a).

**19. Complaints.** It is our intention to provide you with a high level of customer service at all times. If there are occasions when we do not meet your standards, please contact the member of staff you were dealing with, either verbally or in writing. They will take details of your concerns and we will then acknowledge in writing advising you of who is dealing with the matter and attempt to address this within 5 working days. If our investigations take longer, we will provide a full response within 20 working days, or explain our position and provide timescales for a full response. You will also be advised of any further redress available to you should you believe the matter has not been resolved to your satisfaction.

**20. Money Laundering.** The UK Money Laundering Regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship or in respect of certain transactions. We are obliged to report to the National Criminal Intelligence Service any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

**21. Governing Law.** These terms of business and any accompanying or associated letter shall be governed by and constructed in accordance with English Law and the courts of England shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with them.

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**WE NOW ACCEPT ALL MAJOR CREDIT AND DEBIT CARDS**