

Terms of Insurance Business Agreement

Please read this document carefully. It sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. Please contact us immediately if there is anything in these terms of business that you do not understand or with which you disagree.

Your Policy Wording should be read carefully to ensure your insurance suits your requirements.

Our Service

Rothwell & Towler Ltd is a specialist insurance intermediary, and Appointed Representative of Crispin Speers & Partners Ltd who are authorised and regulated by the Financial Conduct Authority (FCA), FCA reference 311507. Our trading address is Rothwell & Towler Ltd, Tourism House, Woodwater Park, Pynes Hill, Exeter EX2 5WS.

Your Insurer

We always use recognised insurers who are to the best of our knowledge financially sound. However we cannot guarantee the solvency of any particular insurer and if you feel it necessary you must ensure that the choice of insurer meets your requirements. Details of who your insurer is can be found on your policy documentation.

Financial Conduct Authority

You can check our authorisation on the FCA's Register by visiting the website www.fca.org.uk or by contacting the FCA on 0800 111 6768.

Important. Disclosure of Information by You

If you are a consumer insured (i.e. a person buying insurance wholly or mainly for personal purposes unrelated to your employment), you have a duty to take reasonable care to answer questions fully and accurately, and that any information you volunteer is not misleading. This duty exists before the cover is placed, when renewed, or altered at any time throughout the duration of the policy. If you do not do so, your Insurer may be able to void your policy from inception.

Confidentiality of Information

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except where the disclosure is made at your request, with your consent, in relation to administering your insurance or where law requires us. As part of the FCA's duties, we may be asked to provide them with access to our customer records in order that they may carry out a review of our activities.

General Data Protection Regulation & Privacy

In accordance with Data Protection legislation, including General Data Protection Regulations (GDPR) any personal and/or sensitive data requested from you will be stored securely and will only be used in order to manage the contract of business, including insurance requirements, we are arranging for you where we have a legal obligation in handling your data. We may also have a legitimate interest in handling your data when dealing with third parties, such as your insurers. This information will only be made available to third parties, such as insurers or their claims handling agents, in order to further manage and service your insurance policy. We will retain your information for a period of time which is necessary to ensure no further liability, such as any insurance claims, exists. After your policy expires with us, we may keep your data for up to 7 years. If you provide data to us about other people you must provide this notice to them before you pass their data to us. You must obtain their consent if this includes sensitive data such as health details.

Rothwell & Towler Ltd respects your privacy and is committed to protecting your personal data. Our privacy notice is available at <http://www.rothwellandtowler.co.uk/privacy.aspx> and will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

If at any time you wish to know what information we hold on you, or have any queries relating to Data Protection or your privacy then please write to: The Data Protection Officer, Rothwell & Towler, Tourism House, Woodwater Park, Pynes Hill, Exeter EX2 5WS. Telephone: 0345 90 80 171. Email: compliance@rothwellandtowler.co.uk

Notification of Claims

Refer to the claims section of your policy documentation if you wish to notify a claim or require emergency medical assistance.

Changes to Your Cover

We will normally deal with requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible. We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums or administrative charges you must pay or premiums we must return to you.

Cancellation Rights

Your policy contains a 14-day cooling off period during which you can return your policy to be cancelled and obtain a refund. Details of this are contained in your policy documentation. A pro-rata charge may be made for the time you have been on cover in addition to an administration fee. If you have any queries please direct them to us in the first instance.

Security of Your Money

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer, or hold it in a client bank account on trust for you.

Complaints Procedure

It is our intention to provide a high level of service at all times. If, however, you have reason to make a complaint about our service you should contact the Compliance Officer at, Rothwell & Towler Ltd, Tourism House, Woodwater Park, Pynes Hill, Exeter EX2 5WS. Or by telephone on 0345 90 80 171. You may also email enquiries@rothwellandtowler.co.uk

You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. Further information is available at www.fos.org.uk or by contacting them on 0800 023 4 567 or by emailing them at complaint.info@financial-ombudsman.org.uk. This must be done within 6 months of our final response. The FOS will inform you directly of its decision. Referral to the FOS will not prejudice your right to take subsequent legal proceedings.

Alternatively, if you have purchased a policy online you can submit a complaint through the ODR platform in any of the official languages of the EU. You can access the ODR website at www.ec.europa.eu/odr. The platform will send your complaint to an Alternative Dispute Resolution Provider which in the UK is the Financial Ombudsman Service.

Financial Services Compensation Scheme

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, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or by visiting www.fscs.org.uk

Financial Crime

UK anti-money laundering and Sanctions regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. For consumers, a validated copy of your driving licence, passport or other evidence of identity is likely, together with a recent utility bill.

We are obligated to report to the National Crime Agency any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report to you.

Claims payment will be made in favour of the insured. 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.

Each party to this agreement confirms it has adequate procedures in place to prevent bribery and corruption which may arise in the course of its business and not commit, authorise or permit any action which would contravene any bribery or other anti-corruption laws or regulations in force. Any suspicion that any improper activity has, or may take place must be reported to the other party immediately.

It is a condition of this agreement that the parties will not knowingly facilitate in any activity which may be construed as tax evasion. It is further agreed that the parties will have adequate and proportionate procedures in place to identify suspicious circumstances which could be construed as tax evasion, either by themselves or those they do business with (termed 'Associated Persons').

Law and Jurisdiction

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the exclusive jurisdiction of the English courts.