

TERMS OF BUSINESS

ABOUT US

Simply Thatch Ltd trading as Simply Thatch is an Intermediary. Our address is Unit 7, Byford Road, Sudbury, Suffolk, CO10 2YG. Simply Thatch Ltd is authorised and regulated by the Financial Services Authority, the independent watchdog that regulates financial services. We are permitted under the FSA to arrange General Insurance contracts and Private Medical Insurance. Our FSA Register number is 312345 and this information can be checked on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 6061234.

LEVEL OF SERVICE AND PRODUCTS OFFERED

Our service includes:

- Advising and recommending products after we have assessed your demands and needs including the type of cover and costs
- Arranging your insurance cover upon receipt of your instructions
- Assisting you with ongoing changes and claims you have to make.

PRODUCTS WE OFFER:

For Home, we offer products from a limited number of insurers.

For Thatched Private Dwellings & Listed Buildings, we offer products from a single insurer, which we have selected as offering value for money, expertise in thatched and listed properties and service.

If you ask us to do so, we can provide you with a list of the insurance companies we use.

Before your insurance contract is concluded, you will be provided with a statement setting out your demands and needs, which will confirm whether we have made a personal recommendation and, if so, explaining the reasons for our recommendation. If you request it, or if you require immediate insurance cover, we will give you this information orally but, in any event, we will still provide you with the statement immediately after conclusion of the insurance contract.

Policy documentation will be issued to you in a timely manner. We may retain certain documents including your policy and certificate of insurance while we are waiting for full payment of premiums or administration charges or if you wish us to hold them for you. In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents, which you are required to have by law.

RENEWALS

You will be provided with renewal terms in a durable medium in good time before expiry of the policy for consumers and commercial customers, or notified that renewal is not being invited. Attached to the renewal terms will be a statement of any changes to the terms of the policy, statement of price and information regarding cancellation. Where payment for the contract you have undertaken is by regular instalment, for example by direct debit, you give your consent to the contract being automatically renewed, without further reference to you, at the renewal date. This means that insurance will continue to be provided to you, and you will be obliged to continue to pay for such insurance, unless you specifically contact us at renewal to notify us that you no longer require such insurance.

CLAIMS

You must notify us as soon as possible of a claim or circumstances which may give rise to a claim by contacting this office and providing your policy number, you will be informed of the procedures to follow to register your claim. We will provide you with every assistance in submitting a claim and seeking to obtain reimbursement. However, in the event that an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

DUTY TO DISCLOSE

It is your responsibility to provide complete and accurate information to insurers before the contract is concluded, throughout the life of the policy and when you renew the insurance. You must ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate. Where you are not required to complete a proposal form, a statement of facts will be supplied detailing the basis on which the insurance policy has been arranged. You must ensure the information contained in the statement is correct and advise us of any changes necessary. Failure to disclose material information or any inaccuracies in the information given, may lead to serious consequences and your insurance contract could become void or affect any potential claim on the contract.

ADMINISTRATION FEES

In addition to the premiums charged by insurers, for certain policies there may be additional fees which we will fully explain the basis of our charging and agree with you what the fee is for and when the fee is payable before charging that fee. Any other fees relating to any particular insurance policy will be included in the quotation you receive. Our fees are non-refundable even if you cancel your policy.

PLEASE TURN OVER.....

CLIENT MONEY

Client money is money that we receive and hold in the course of carrying on insurance mediation on behalf of our clients. It will be held on behalf of an insurer or underwriter in accordance with a written agency agreement.

Simply Thatch Ltd has established an approved statutory trust bank account to hold client money. This means that whilst we have legal ownership over client monies, such money remains in the beneficial ownership of our clients. We are not permitted to, and do not, use Client Money balances to provide credit for clients, or potential clients.

We keep client money separate from our own money and any interest earned on client money held by us will be retained by us for our own use, rather than paid to you.

We also hold client money as an agent of the insurer for the collection of premiums and refunds of premiums. This means that premiums are treated as being received by the Insurer when received in our bank account and that any premium refund is treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

DATA PROTECTION

We are registered under the Data Protection Act and we undertake to comply with their rules ensuring all personal information about you will be treated as private and confidential and kept securely. Upon request, you have the right to see personal information about you that we hold in our records.

COMPLAINTS AND COMPENSATION

It is our intention to provide you with a high level of customer service at all times. From time to time, however, we recognise that there may be occasions when we fail to meet your expectations. We take all complaints seriously and if you wish to register a complaint in the first instance you should contact us either in writing, by telephone, fax or at our e-mail address. Please address your complaint to: Kevin Whybrow, Complaints Officer, Simply Thatch Ltd, Unit 7, Byford Road, Sudbury, Suffolk, CO10 2YG. Tel: 01787 880338; Fax: 01787 373377; E-Mail enquiries@simplythatchinsurance.com and we will acknowledge your complaint promptly.

If you are unable to settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, their address is: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel 0845 080 1800.

We are covered by the Financial Services Compensation Scheme (FSCS) and 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.

CANCELLATION

Your insurance policy may contain a right to cancel within a specified period of time of taking up the policy. You will be informed upon inception or renewal of your contract what cancellation rights apply to your policy and, if so, how and when you should exercise any such rights. In the event of cancellation of the insurance contract, insurers may make a proportionate charge for any time on risk.

In the event that you fail to pay your premium by the due date, we reserve the right to cancel your policy, giving 7 days notice in writing to your last known address. Should you wish to terminate the contract, we will require written notification, signed by all policyholders, together with the return of any relevant documentation i.e. Motor Insurance Certificates. Where cancellation occurs in any other circumstances (such as the 14 day cancellation period if you were a consumer customer or at any time for all other types of customers and policies), we will charge you for the commission we would have received had the policy remained in force for the full term, together with any fee we may have charged when we sold the policy or renewed your policy.

REFUND OF PREMIUMS

In certain circumstances your insurers may repay part of your insurance premium(s) to us. This can occur where, for example, the risk covered by your policy is reduced or the policy itself is cancelled. Where the amount of the refunded premium is less the £5 (per policy) we will retain such amount.

MARKETING

We may use information held about you, to provide you with information about other products and services which we and other Simply Group Insurance companies offer, which we feel may be appropriate to you, by email, telephone, post or other means. You may exercise your right to give notice to stop data being processed for marketing purposes by contacting us at any time. Please call 01787 880338 or write to us at: Simply Thatch Ltd, Unit 7, Byford Road, Sudbury, Suffolk, CO10 2YG.

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 non-exclusive jurisdiction of the English courts.

Registered Office: Affinity House, Bindon Road, Taunton, Somerset TA2 6AA
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