



# EVERGREEN INSURANCE SERVICES

## TERMS OF BUSINESS

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DAIRY COURTYARD, 152-154 EWELL ROAD, SURBITON, SURREY, KT6 6HE. TEL: 020 3372 2160

REGISTERED IN ENGLAND AND WALES NO:2947585 CONSUMER CREDIT NUMBER 431969

**THIS AGREEMENT IS BETWEEN 'YOU' THE CLIENT OR POTENTIAL CLIENT 'YOU, YOUR' AND SIA GROUP LTD T/AS EVERGREEN INSURANCE SERVICES 'WE, US, OUR', AND APPLIES TO ALL WORK THAT WE CARRY OUT ON YOUR BEHALF. PLEASE READ THIS AGREEMENT CAREFULLY AND CONTACT US IF THERE IS ANYTHING IN THIS AGREEMENT WITH WHICH YOU DISAGREE OR DO NOT UNDERSTAND.**

## **ACCEPTING OUR TERMS OF BUSINESS**

By asking us to quote for, arrange or handle your insurance, you are providing your informed agreement to these Terms of Business. We draw your attention to the section headed 'Use of personal data', and specifically the paragraph explaining how 'sensitive personal data' will be used and the section headed 'Handling Money', which explains our terms for handling money received by us. For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

## **THE FINANCIAL CONDUCT AUTHORITY**

Evergreen Insurance Services is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services register number is 228148.

Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration & performance of general insurance contracts. You may check on the Financial Services register by visiting the FCA website, [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do) or by contacting the FCA on 0800 1 116768 (Freephone).

## **OUR SERVICE**

Our role is to advise you and, after we have assessed your needs, to make a suitable recommendation. Any advice we give you, will be confirmed in writing in the form of a Statement of Demands and Needs. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing.

We select personal and commercial insurances from a range of insurers after we have carried out a 'fair analysis' of the market in order to identify a suitable product. This means that we have compared products from a sufficiently large range of insurance providers in terms of cover, price, quality of service & other relevant features in order to select appropriate policies for you.

We deal directly with insurers in the majority of cases but occasionally we use specialised schemes only available through a single insurer/limited number of insurers or other intermediaries. We will give you further information about this before we finalise your insurance arrangements. You can ask us at any time for a list of insurers we use.

## **INSURER SOLVENCY**

Whilst we will endeavor to place business with insurers who demonstrate an adequate level of financial solvency, and although their regulator requires them to maintain a minimum level of capital, we cannot guarantee the solvency of any insurer.

We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer or underwriter.

## **HANDLING CLIENT MONEY**

We act as agents of the insurer in collecting premiums & handling refunds due to clients as well as the transfer of claim monies. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged. For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

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## PAYMENT FOR OUR SERVICES

You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded. We normally receive commission from insurers or product providers. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

For arranging premium instalment facilities, we earn a variable amount of commission from our premium finance provider(s) which is usually a percentage of the interest that you pay. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn. There may be occasions where there is a choice of instalment payment options which may charge different interest rates. Typically, we will not receive any commissions from insurers if policies are placed on direct debit instalment arrangements with the insurer. We will receive commissions from the premium finance providers.

Using premium finance or paying on an insurer direct debit arrangement (rather than paying the premium in one amount) makes the overall cost of the insurance more expensive.

A full breakdown of the cost of your insurance and the cost of credit will be provided as part of your new business or renewal quotation before you decide whether to proceed.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business or arranging premium finance. Please be assured that the way in which we are remunerated will not at any time conflict with our responsibilities to meet your needs and treat you fairly.

We do not charge any additional fees (payable by you) for handling your insurance or arranging premium finance unless we have agreed these with you in advance. Any fees we do charge are set out below:

### Professional Services Fee's

#### Personal Insurance

New policy arrangement fee	Up to £50
Renewal arrangement fee	Up to £50

#### Commercial Insurance

New policy arrangement fee	Min 10% of Premium
Renewal arrangement fee	Min 10% of Premium

Mid-term Adjustments & Cancellations	£30
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For cancellations and adjustments resulting in a premium refund, we will also deduct the following percentages from the refund

All policy types	25%
Cheques returned unpaid	£30
Payment by business credit card	2% of value being paid
Issuing duplicate documentation	£10
Copies of personal data we hold about you	£10

We also draw your attention to the sections 'Cancellation of Insurances' and 'Ending your relationship with us'.

## INTRODUCERS

If you have been introduced to us by a third party, they may receive a remuneration from ourselves for that introduction.

## OPTIONAL ADDITIONAL COVERS:

Family Legal Protection cover is available on Home Insurance at a cost of £25.00 which includes insurance premium tax (IPT) at 12%. Motorists Legal Protection is available on all motor policies, this is a full accident management service at a cost of £35.00 inclusive of Insurance Premium Tax at 12%. Keycare cover is also available at a cost of £19.99 inclusive of IPT at 12%.

If available, these covers are included in our quotations but can be deleted if not required

## FINANCE/CREDIT AGREEMENTS:

You may be able to spread your payments through a credit scheme that we have arranged with a third-party finance provider. We will give you full information about payment options when we discuss your insurance requirements.

Please note that this is a Finance Agreement between you as the policyholder and Premium Credit Limited and is separate to the insurance policy.

As this is in effect a loan for the initial premium, this agreement MUST NOT be cancelled until this has been fully repaid to the Finance Company, even if your Insurance Policy has been cancelled. If any payment due in respect of the credit agreement you enter into with Premium Credit Limited (PCL), is not met when presented for payment, or if you end the agreement with PCL, we will be informed of such events by PCL. If you do not make other arrangements with us to pay the insurance premiums, you acknowledge and agree that we may, at any time after being so informed, instruct on your behalf the relevant insurer to cancel the insurance and to collect any refunds of premiums which may be made by the insurer. If any money is owed you must pay it to PCL, or if PCL have debited us with the amount outstanding, we will use it to offset our costs. You will be responsible for paying any time on risk charge that is outstanding.

## IMPORTANT INFORMATION RELATING TO RENEWAL OF POLICIES

Prior to the expiry of your policy where we will be inviting a renewal, we will endeavor to send you details of the cost and terms to renew your policy. In order to protect your interests relating to the risk/property you have insured,

and in the event that we do not receive your instructions and payment prior to the date of renewal, we reserve the right (but shall have no obligation) to renew your policy and (in the case of direct debit/instalment payments) to continue to accept payments from you unless and until you specifically notify us in writing that you wish to cancel your policy. In circumstances where we have assumed (in the absence of instructions to the contrary) the renewal is required you may be liable to make payment to us/or your insurance company. Please also note that any renewal of insurance will be made in accordance with the information provided by you in connection with your previous policy, which we will assume remains correct unless you tell us otherwise.

## YOUR RESPONSIBILITIES

You are responsible for answering any questions or assumptions you may agree to honestly and to the best of your knowledge, providing the complete and accurate information which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy but also at renewal or if you make a midterm amendment to your policy. If you are a commercial customer, please be reminded you are responsible for providing the complete and accurate information which Insurers require at inception, renewal and throughout the life of a policy.

If you fail to disclose information or misrepresent any fact which may influence the insurer's decision to accept the risk or terms offered, this could invalidate the policy and mean that claims may not be paid. You must check all details on any proposal form or statement of facts and pay particular attention to any declaration you may be asked to sign. It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy. You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

## THE PROCESSING OF YOUR PERSONAL DATA

Surrey Independent Advisors are the Data Controller and we may share your information within the group. We will use your personal information to:

We will process your personal data to allow us to provide you with our services as your insurance broker in quoting for, arranging and administering your insurances (and in arranging insurance premium finance where applicable). Your personal data will also be used to manage future communications between ourselves. Where you have agreed, or in circumstances where to do so will be in our mutual interests, your personal data will be used to provide you with further information about our wider products and services. You can opt out from receiving such communications by e-mail [dave@evergreeninsuranceservices.co.uk](mailto:dave@evergreeninsuranceservices.co.uk).

In processing personal data for insurance purposes about health or criminal offences, we will only do so to enable us to provide our service to you and on the basis of it being in the public interest.

We will only use your data for the purpose for which it was collected. We will only grant access to or share your data within our firm or other firms associated with us, with other authorised third parties and product and service providers such as insurers and premium finance providers where we are entitled to do so by law under lawful data processing.

If you require further information on how we process your data or you wish to exercise your rights, please contact our office manager Lynne Mason by emailing [dave@evergreeninsuranceservices.co.uk](mailto:dave@evergreeninsuranceservices.co.uk) or by writing to Evergreen Insurance Services, 152-154 Ewell Road, Surbiton, Surrey, KT6 6HE or by telephoning 020 3372 2160. How we process your personal data is detailed further within our Privacy Notice

## CONSENT FOR SEARCHES

To make sure you get the best offer from insurers, now or at renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your applications proceed.

As well as these searches insurance companies, may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not your applications proceed.

## CONFLICT OF INTERESTS

Occasions can arise where one of our associate companies, clients or product providers may have potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

**If a claim involves damage to your property, please do not:**

Dispose of damaged items and/or

Authorise repair work (except in an emergency or to prevent further damage) until we, or your insurers advise that you can.

## CANCELLATION

You will find full details of your cancellation rights, and any related charges which may be levied, in the policy documentation. In general, retail customers (as defined by FSA) have 14 days to cancel their policy with effect from the later of:

(a) the day they receive full terms and conditions of their policy, or;

(b) the day the policy is sold - but in either case this usually does not apply to policies of less than one month's duration, or single-trip travel policies.

Please note that the above is by way of general guidance only - cancellation rights vary and you must make specific reference to your policy documentation if you are considering cancelling your policy. To exercise your right of cancellation, you should contact us in writing within the time limits set out in your policy documentation.

## COOLING OFF PERIOD

If you are a retail customer and you exercise your right to cancel your policy within the 14 day cancellation period you will be charged for the period during which you were temporarily covered, and other charges may be applied to cover the insurer's and our costs in arranging the cancelled policy. Where cancellation occurs in any other circumstances (such as after the expiry of the 14-day cancellation period if you are a retail customer or at any time for all other types of customer and policies), we reserve the right to charge you for the commission we would have received had the policy remained in force the full term, together with any fee we may have charged when we sold or renewed your policy.

## CREDIT OR INSTALMENT CASES

Where a claim has occurred under the policy no return of premium is usually due. If you are paying by instalments, you are liable for the whole of the loan even if your policy is cancelled. You should not stop your monthly payments without speaking to us first. If your credit agreement is cancelled for any reason, by agreeing to place business with us you authorise us to cancel your insurance policy on your behalf.

## DEFAULTS

We will debit monies from any debit or credit card details that we hold on file if you default on any payments. Failure to pay an outstanding debt may result in cancellation of your policy and will result in legal action being taken out to recover any outstanding balance. This also applies to any outstanding balance in respect of any finance you may have taken out. Defaulting on your loan could result in your policy being cancelled and leave you still liable for the outstanding loan.

## OUR RIGHT TO OFF-SET MONIES YOU OWE US

We shall be entitled (but not obliged) without notice to you to off-set any amounts due to us from you against any amounts which we may receive on your behalf (such as claims monies, refunded premiums and other sums). still liable for the outstanding loan.

## ENDING YOUR RELATIONSHIP WITH US

Subject to your immediate settlement of any outstanding premium and fees, you may instruct us to stop acting for you. Your instructions must be given in writing (email is acceptable) and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions, together with all fees charged by us for services provided.

## COMPLAINTS AND COMPENSATION

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact us in writing to David Gardiner, Evergreen Insurance Services (Complaint Dept), Dairy Courtyard, 152- 154 Ewell Road, Surbiton, Surrey, KT6 6HE, or by phone to 020 3372 2160.

When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Access to the FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- Consumers (e.g. private individuals)
- Businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding 2 million Euros.
- Charities with an annual income of under £1 million
- Trustees of a trust with a net asset value of under £1 million

## YOUR RESPONSIBILITIES

We are covered by the Financial Services Compensation Scheme (FSCS). 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 90% of the claim without any upper limit. For compulsory classes of insurance (such as Third Party Motor or Employers Liability) advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from FSCS on 0800 6781100 (Freephone) or 020 7741 4100 or [www.fscs.org.uk](http://www.fscs.org.uk) Law and Jurisdiction

This Terms of Business agreement sets out the terms of our relationship with you and is governed by and construed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English Courts.

Unless otherwise agreed between us in writing no terms of this agreement is enforceable under the contracts (Rights of Third parties) Act 1999.

For the avoidance of doubt the limit of the Company's liability will be limited to £1,000,000 in any one circumstance.