

TERMS OF BUSINESS

The information printed on this certificate forms the basis of the insurance cover, please read through the whole Insurance Certificate and all the policy documents issued thoroughly. If any part of the Certificate is incorrect or inaccurate or you require further information, please contact our Customer Services team on 0333 000 0173. Further and more detailed information about the cover is available in the Policy Wording booklet provided.

STATUS

RGA Underwriting Ltd is an independent Insurance Broker, authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number is 308993. You can check our details online using the Financial Services Register at <https://register.fca.org.uk/> or by contacting the Financial Conduct Authority Consumer Helpline on 0800 111 6768. As scheme operators, we offer a range of insurance products from a number of specialist insurers. Details of these insurers are available on request.

OUR PROMISE

Our service includes arranging your insurance cover with your choice of underwriter, issuing you with the relevant detailed policy documents, assisting you with any queries that you might have regarding your cover, helping you with any changes that you have to make to your insurance certificate; including mid-term adjustments and cancellations. We will also assist you with any claims you may need to make. We adhere to the FCA code of conduct and promise to treat all customers fairly. We always act on your behalf in arranging your insurance. It is our intention to provide you with a high level of service at all times.

FEES AND CHARGES

Your insurance premium is based on insurer charges and will include Insurance Premium Tax (IPT) and administration fees. There may be additional fees associated with cancellations, changes in payment types, or mid-term adjustment if there are changes to the underwriting risk. We may also charge you a payment handling fee for paying with certain types of card. If there are any other specific charges that need to be made, we will advise you in advance. 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. If you pay your premium by instalments we shall inform you of any additional fees, charges or interest as part of your credit arrangements.

RISK TRANSFER (including risk transfer to sub brokers)

RGA Underwriting holds monies on behalf of insurers, and confirms that FCA regulated agents of RGA Underwriting may also hold monies on behalf of insurers, subject to the terms and conditions of the RGA Underwriting agency agreement. Monies can be held and co-mingled in a statutory account. Handling money on behalf of a client when not FCA regulated, is prohibited.

PROTECTING YOUR MONEY

Prior to your premium being forwarded to the insurer, and for your protection, we hold your money as an agent of the insurers which means your policy is treated as paid for. We also reserve the right to retain interest earned on the account. By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.

CUSTOMER PROTECTION INFORMATION

If you should wish to make a complaint, please do so by following our Complaints Procedure as detailed in our policy wording; in any event, you can contact us by telephone on 0333 000 0173 or in writing to 27 Great West Road, Brentford, London, TW8 9BW. Full details on how to make a complaint can also be found at the back of your policy wording. If you are not satisfied with the handling of your complaint, you may refer the complaint to the Financial Ombudsman Service; further information is available at www.financial-ombudsman.org.uk or by contacting the consumer helpline on 0800 023 4567.

COMPENSATION ARRANGEMENTS

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, also without any upper limit. The compensation scheme does not apply to consumer credit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or 020 7741 4100 or by visiting <http://www.fscs.org.uk/>.

YOUR DUTY OF DISCLOSURE

Consumers: You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate.

If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

Non-consumer customers: Where we arrange insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair presentation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair presentation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair presentation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

WITHHOLDING DOCUMENTATION

Certain documents, such as the insurance certificate, may not be sent to you until we receive payment of the insurance premium; once we are in receipt of the payment, we would then send you all the documents that you are legally required to have. In some cases, you may want us to keep your documents for you; in such instances, we will require you to give us notice in writing. In any event, we will make sure that you are informed of or will receive full details of your insurance cover.

PAYMENTS

Unless otherwise agreed, the insurance premium must be received in cleared funds through credit/debit card or direct debit payment.

Where payment is by direct debit, instalments will be arranged through a separate premium credit company; there may be additional charges applied by the company; you will be informed when arranging the insurance and payment.

CLAIMS

In the event of a claim or when you think there is the possibility of a claim being made by you or against you, please notify us immediately on 0333 000 0175.

Once we receive notification of a possible claim, we will inform the insurer without any unnecessary delay. Any relevant communications or requests of further information from the insurers will be passed on to you immediately. Please refer to your policy documents for full claims notification processing information.

PROTECTING YOUR INFORMATION

Any personal details and information given to us will always be treated confidentially; we will only disclose information with your express permission or where we are obliged to disclose by law. We may share details and information within our group of companies or with other companies if it relates to underwriting, claims and premiums.

We comply with the rules and regulations of the Data Protection Act 1998 (DPA). In accordance with the DPA, you have a right to request any information we have that relates to you and we will be happy to share this with you. There might be a fee associated with the release of the information; we will advise you in advance of the fee amount payable.

Please refer to our Privacy Statement on www.rgau.co.uk/policy/ for full details.

CANCELLATION POLICY

We hope you are completely delighted with your policy; however if you decide you do wish to cancel it, please contact us immediately. This will need to be done in writing to either info@rgau.co.uk or 27 Great West Road, Brentford, London, TW8 9BW. You have 14 days from the inception date of your policy, or from the day when you first receive your documents to decide if this product meets your needs. If you choose to cancel this policy within this period, and no claims have been made, we will issue a refund, charging only for time on cover. Cancellations made after 14 days of the inception date will be subject to a cancellation fee of up to £35 plus a pro-rata premium for time on cover. For example, if you pay £200 for a policy and cancel it half-way through the term you will be entitled to a refund of £100 for the unexpired portion of the policy less the cancellation fee of £35 (total refund in this instance would be £65). Please note any administration fees charged are non-refundable if cancelled after the 14 day cooling off period.

On certain policies, such as Legal Expenses & Rent Guarantee Insurance, there is no refund payable after the 14 days and no cancellation fee will be charged. Where this is applicable it would be highlighted in your policy wording.

MONEY LAUNDERING/PROCEEDS OF CRIME

We are obliged to report to the National Crime Agency any suspicion of money laundering or terrorist financing activity and we are prohibited from disclosing any such report.

INSURER SECURITY

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of any insurer we place business with. An insolvent insurer may be unable to pay claims or may be unable to pay them in full and you may have to pay a further premium to pay for alternative insurance cover.

LAW AND JURISDICTION

These Terms of Business shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.