

# MAGNET INSURANCE TERMS OF BUSINESS AGREEMENT

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third-party providers. Please contract us immediately if there is anything in this document that you do not understand or with which you disagree. The definitions within your policy do not apply to our Terms of Business.

## OUR SERVICE

Magnet Insurance Services Ltd is an independent insurance intermediary; authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 489228. These details can be checked on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082.

We are permitted to arrange, deal as an agent of insurers, help with ongoing changes and introduce customers to an insurer/premium finance provider and arrange lending facilities, collect and administer debt in respect of general insurance policies, on behalf of our clients.

We will **not** provide you with any advice on the purchase or make a recommendation of policies. Customers should make their own decision regarding the suitability of the products offered. We will provide you with information to enable you to decide on whether our products meet your needs. Upon receipt of your instructions we will place, amend or renew insurance cover on your behalf with insurers. We will advise you of any inability to place your insurance.

## WHOSE PRODUCTS DO WE OFFER

We offer home insurance online from a single insurer. Legal Expenses and Home Emergency policies are each offered from single insurers. Underwriter details are given in quotations and on your policy schedule.

## OUR REMUNERATION AND OTHER INCOME

We usually receive a commission from the insurer we place your business and from a finance provider when arranging finance for you. We occasionally receive additional remuneration from insurers. Please ask us if you would like further information.

- Your price includes a policy administration fee, charged by us and shown on your schedule. In the first year, it will be between £38.00 and £48.90 depending on the price comparison site you have used. At renewal, the fee will reduce to £32.
- We charge a £15.00 additional fee for mid-term adjustments.
- We do not charge a fee for Cancellations within the 14-day Right to Cancel Period. Premiums and fees are refunded in full, subject to no claims;
- Cancellations outside the 14-day Right to Cancel Period are refunded pro-rata net of the policy administration fee shown on your schedule.
- We will not provide refund payments of less than £10.00;

## CONFIDENTIALITY AND SECURITY

To help make sure you receive a competitive quotation, offer of appropriate payment options, protect against fraud and to verify your identity, insurers 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 application proceeds.

All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, insurers, credit providers and other third parties who are directly involved in the normal course of arranging and administering your insurance. By accessing our sites and using our services, you agree to any such transfer of information to a third party.

By using our services, you consent to us and our partners retaining any personal information you have provided. We will retain any personal information only for as long as is necessary to fulfil the business purpose for which it was collected. We will also retain and use your personal information for as long as necessary to comply with our legal obligations, to resolve disputes and enforce our agreements.

Under the General Data Protection Regulations 2018, you have the right to ask us for a copy of any personal information about yourself that we hold on our records. Please contact us if you require any more information. For further information on your rights under the General Data Protection Regulations please refer to the Information Commissioners Office – [www.ico.org.uk](http://www.ico.org.uk)

## REPORTING CLAIMS

All incidents which could lead to a claim must be notified to your insurers in accordance with the terms of the policy. Delay on your part in notifying a claim may risk a loss you suffer not being paid in part or in full. Your insurer's claim contact number is shown on your policy schedule. You must not admit liability for a loss or agree a course of action, other than emergency measures carried out to minimise the loss, as you will risk your claim not being paid in part or in full. If you receive correspondence from a third-party about your claim, please pass it to us or your insurer immediately and unanswered.

## WHAT TO DO IF YOU HAVE A COMPLAINT

Our aim is to provide a first-class service, however, if you wish to register a complaint, please contact:

**Email:** [info@magnetinsurance.co.uk](mailto:info@magnetinsurance.co.uk)  
**Post:** Magnet Insurance, Newark Beacon, Cafferata Way, Newark, NG24 2TN  
**Tel:** 01636 858249

We aim to resolve complaints within 3 business day following receipt but if we can't, we will write to you within 5 working days to acknowledge your complaint, provide details of our complaints procedures and who is dealing with your complaint.

## CANCELLATION RIGHTS

Your policy document will provide you with specific information on your full rights to cancel your insurance. A personal policy which lasts for more than one calendar month offers you the facility to cancel the cover (providing there have been no claims) within 14 days from the policy start date or the date when you receive the full policy documentation from us, whichever occurs later and you will be entitled to a full refund of premium. Please contact us if you want to exercise your right to cancel.

## SOLVENCY AND COMPENSATION

We do not guarantee the solvency of any insurer we place business with.

We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit lending i.e. credit broking/lending. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details regarding the FSCS can be obtained from its website [www.fscs.org.uk](http://www.fscs.org.uk).

## LAW AND JURISDICTION

These Terms of Business which form our agreement with you, shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

## BRIBERY AND CORRUPTION

Our company culture and ethics mean that we do not bribe or use any other means to improperly influence the decisions of clients, potential clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act 2010.

## SANCTIONS

Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

## CONFLICTS OF INTEREST

Our company ethics and culture towards customer service means that we never deliberately put ourselves in a position where our interests' or our duty to another party prevents us from discharging our duty to you. Where we become aware of any actual or potential conflict of interest, we will inform you of the situation, the options available to you and we will ask for your consent to proceed.

## PAYMENT OPTIONS

You must provide the premium due in cleared funds in accordance with the amounts and payment dates specified in our letter / invoice. Failure to meet the payment date may lead to insurers cancelling your policy.

We accept payments by cheque, debit card, credit card or by bank transfer. It is sometimes possible to spread payments through a credit facility that we have arranged with our preferred premium finance provider. However, acceptance will be subject to a credit check.

If you choose to pay for your insurance premium through our selected premium finance provider, we will provide you with a breakdown of costs of your monthly instalments and a document outlining key features of the credit agreement. Please note that cover will cease if you fail to keep up payments under a credit agreement.

*If we are asked to cancel the policy by a third-party premium finance provider, we will undertake this action however we will be acting as your agent in the process.*

## RENEWAL OF CONTRACT

We write to you in good time before your renewal date, offering you renewal terms or in situations where we are not inviting renewal, we will advise you. Renewal of the contract is based on the information you supplied when we arranged your current contract along with any amendments you have made during the period of cover. It is vital that you advise us of any changes to your requirements. We will not automatically renew your policy.

## INFORMATION ON HOW WE TREAT PAYMENTS

We hold all client money as agent of the insurer which means that upon receipt of your premium by us, it is deemed as having been received by the insurer. We hold your monies in an insurer monies trust account with an approved bank under a non-statutory trust arrangement in accordance with Financial Conduct Authority rules. This means that we are entitled to and may use client money held on behalf of one client to pay another client's premium before the premium is received from that other client, and to pay claims and premium refunds to another client before we receive payment from the insurer. However, we are not entitled to use client money to pay commissions to our company before we receive the relevant premium from the client. It is our policy to retain any interest that may be earned on monies held in our insurer monies trust account.

## INFORMATION WE NEED TO KNOW

You must take reasonable care to provide complete, accurate and honest answers to the questions we ask when you take out, make changes to, and renew your policy. Please also tell us if there are any changes to the information set out in the Statement of Fact or on your schedule.

If any of the information provided by you changes after you purchase or renew your policy and during the period of your policy, please provide us with details. If any of the information provided by you is not complete and accurate:

- your insurer may cancel your policy and treat it as if it never existed; or
- your insurer may refuse to pay any claim, or
- your insurer may not pay any claim in full, or
- your insurer may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.

Insurers recommend you keep a record (including copies of letters) of all information provided to them or us for your future reference.

**If you deliberately, recklessly, or carelessly misrepresent any information in relation to this insurance then your policy may be cancelled, or treated as if it never existed, or your claim rejected or not fully paid.**