



## Terms of Business

This Terms of Business is effective from 01/08/2017 and supersedes any similar agreements previously issued by us. Please read this document carefully. It sets out the terms upon which we agree to act for our customers and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. Please contact us immediately if there is anything in these **Terms of Business** that you do not understand or with which you disagree.

### About our company

Trinity Insurance Services Limited is a specialist insurance broker for members and ex-members of HM Forces or civilians attached and their associated families. We are authorised and regulated by the Financial Conduct Authority (FCA) to transact general insurance business. Our FCA Registration number is 307068. You can check this information on the FCA's Register by visiting the FCA's website at

[www.fca.gov.uk/register](http://www.fca.gov.uk/register) or by contacting the FCA on **0800 111 6768** or **+44 (0) 0300 5002082**

### Our Address

You can contact us at: Trinity Insurance Services Limited, Trinity House, 1 Old Market Avenue, Chichester, West Sussex, PO19 1SP. Our registered address is: Appledram Barns, Birdham Road, Chichester, West Sussex, PO20 7EQ.

### Our Products and Services

We offer a range of general insurance and pure protection products from a limited number of insurers, the names of which are available on request. For general insurance products we do not give advice or make personal recommendations in connection with any product. However, we will ask you questions in order to provide you with a quotation, leaving you to make your own decision as to how you wish to proceed and whether the product fulfils your specific insurance requirements.

For pure protection products, in some cases we may recommend a product to you having assessed your specific demands and needs. We will always make it clear whether our quotation is on the basis of making a personal product recommendation to you, or if you need to make your own decision as to whether the product meets your needs.

### Methods of communication

We will normally communicate with you by post, telephone and, where available, fax or e-mail, in addition to any meetings we may have with you. Please let us know if you would prefer not to receive communications by a particular medium.

### Insurer security

We monitor the financial strength of the insurers with whom we place business. However it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. Therefore the solvency of any insurer or underwriter can never be fully guaranteed. However you will be given details of applicable compensation scheme arrangements with your insurance documentation.

A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

### Disclosure

Before you enter into a policy with us, you will be asked questions which are relevant to our decision whether to accept the risk of insurance and if so, on what terms. You must take reasonable care to answer questions carefully and accurately as the information provided will determine whether you pose an increase in risk to us and could influence us in the assessment, acceptance or continuance of your insurance. Please note if you fail to answer the questions accurately, this could invalidate your insurance cover.

It is very important that information given to us when buying a policy, when completing claims forms and giving declarations to the insurer is correct. If a policy is purchased, or a form or declaration is completed on your behalf, it is your responsibility to check that the answers given to all questions are true and complete. You are advised to keep copies of any correspondence you send to us or direct to your insurers.

Please also note that any renewal of insurance will be made in reliance upon the information provided by you in connection with your previous insurance policy – we will assume that such information remains correct unless you tell us otherwise.

### Insurance premiums and charges

We charge an administration fee of £1.68 a month on our Personal Accident policy and £2.52 a month on our Kit and Home insurance policies, which includes IPT at the prevailing rate, on all products where we collect premiums on a monthly basis by direct debit. Unless we tell you otherwise, when you take out or renew a policy, we make no further charges in addition to the insurer's premium.

### Methods of payment

We normally accept payments by direct debit, credit and debit cards and cheque. We will give full information about premium payment options when we provide quotations. In the absence of your instructions to the contrary before expiry date we will automatically renew your policy if payment is usually made by credit/debit card (with signed mandate) or direct debit.

### Settlement terms

You are responsible for the prompt settlement of insurance premiums so that we can make the necessary payments to your insurers. We have no obligation to fund any premiums on your behalf and cannot be held responsible for any loss that you may suffer as a result of a policy being cancelled or otherwise prejudiced due to the late payment of a premium where the delay is attributable to you.

### Handling insurance money

When we collect and hold insurance premiums we do so as agent of the insurer.

### Confidentiality

All information provided by our clients is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to agents and service providers such as loss adjusters and approved contractors. With a few exceptions, for example information requested by a court, a regulatory body, or information that is already in the public domain, we will not release information to any other party without

your consent. We are registered under the Data Protection Act 1998 and undertake to comply with the Act in all our dealings with personal data. Please see our privacy policy, available at [www.talktotrinity.com/security-and-privacy](http://www.talktotrinity.com/security-and-privacy) for more information on how we process personal data, including how we store and protect personal data and who it may be shared with.

### Quotations

Unless stated otherwise in our documentation all quotations provided for new insurances are:

- valid only for a period of 30 days from the date of issue
- subject to satisfactory completion of the insurer's Proposal Form where relevant.

You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in your proposal forms or declarations differs from that provided at the time the quotation was issued.

### 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 you must pay or premiums we must return to you.

### Receipt of instructions

We do not consider instructions to arrange or change cover sent to us by post, electronic mail or facsimile, or left on answering equipment, to have been received until they reach the relevant personnel in our offices. We do not accept responsibility for instructions that do not reach us due to failures in the postal, electronic or telecommunications systems.

### Documentation

Our aim is to produce documentation and correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our administrative staff are always happy to clarify the cover provided. You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately. We recommend that you keep policy documents for as long as a claim is possible under the policy.

We may keep certain documents while we are awaiting full payment of premiums, fees or administration charges, or if you ask us to do so. In these circumstances we will ensure that you receive full details of your insurance cover and provide you with any documents which are required by law.

### Transferred business

If we take over the servicing of insurance policies which were originally arranged through another insurance broker or intermediary or directly with an insurer we do not accept liability for any claim arising out of the advice given by that broker, intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection. We would ask you to contact us without delay should any aspect of a policy that has been transferred to us cause you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

### Making a claim

Your Policy Documents will give you details of whom to contact in order to make a claim. If this information is not provided, or you require assistance, please contact us. We will then advise you as to what action is required and by whom. You will be required to provide full details of your claim. You will be advised as to how you should do this. When we deal with a claim we will always be acting on

behalf of the Insurer.

You must notify us as soon as possible of a claim or circumstances which may give rise to a claim.

### Treating our customers fairly

We aim to provide a first class level of service at all times, and welcome feedback from our customers. If, for any reason, you feel that our service is not of the standard you would expect, please tell us. You can email us at: **customer.feedback@talktotrinity.com**

### Complaints procedure

Should there be an occasion when we do not meet your expectations we are equally committed to dealing with any complaint in a thorough and professional manner. If you wish to register a complaint about the sale or administration of your policy please contact us:

- In writing; The Managing Director, Trinity Insurance Services Ltd, Trinity House, 1 Old Market Avenue, Chichester, West Sussex, PO19 1SP
- By telephone; **+44 (0) 1243 817777**
- By email: **hello@talktotrinity.com**

If you remain dissatisfied after receiving our final response to your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of receiving our response. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances.

If you bought your insurance online, you can also register your complaint with the Online Dispute Resolution website, which has been set up by the European Commission, at <https://webgate.ec.europa.eu/odr/>

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of insurance transacted and the circumstances of the claim.

Further details about compensation scheme arrangements are available from the FSCS.

### Cancellation right

You may have the right to cancel up to 14 days (30 days in the case of term life or critical illness policy) from the date you receive:

- The policy document at the start of your insurance or;
- The renewal policy documentation for subsequent periods of insurance

Should you decide to exercise this cancellation right, you will be entitled to a refund of premium less an appropriate pro-rata charge for the period of cover given before the cancellation right was invoked. Should any claim occur prior to the exercise of the cancellation right where the claim terminates the insurance cover, the insurers may not allow a refund of any of the premium paid.

If this cancellation right is not exercised within relevant period as stated above, none of the premium paid will be refunded.

### 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.