

Solar Insurance Services (Medway) Ltd

Terms of Business

The following Terms of Business Agreement sets out the basis on which Solar Insurance Services (Medway) Ltd will provide services to you as a consumer or commercial client of the firm.

Please contact us immediately if there is anything in these terms of business which you do not understand or with which you disagree. We are happy to answer any questions and are willing to explain these terms and the reasons for them.

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.

Contact us

Telephone 01795 841310
Email enquiries@solarinsurance.co.uk
Address 6 Magazine B Ordnance Yard, Upnor Road,
Lower Upnor, Rochester, Kent ME2 4UY
Business Hours Monday to Friday 9am to 5pm

About us

We are authorised and regulated by the Financial Conduct Authority as an insurance intermediary. Our Firm Reference Number is FCA 459582. We are permitted to *arrange; advise on; deal as an agent of insurers and clients*; in respect of non-investment insurance policies. You can check these 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.

We are also authorised by the FCA for *consumer credit activities credit broking*. We act for one lender. Orchard Funding.

Our scope of service

We offer a wide range of insurance products and have access to leading insurers in the marketplace. When we arrange your insurance we'll inform you of the nature of the service we provide. This will usually be one of the following:

- (a) A personal recommendation to buy the policy, on the basis of a fair and personal analysis of the market
- (b) A personal recommendation to buy a policy we select from one or more insurance undertakings (not on the basis of a fair and personal analysis of the market) in which case we will provide the names of those insurance undertakings
- (c) Information only about a policy from one or more insurance undertakings without giving you advice or a personal recommendation, in which case we will provide the names of those insurance undertakings
- (d) Advice only, with or without a personal recommendation

We offer some products from a limited number of Insurers, these include:

- 2. Legal Expenses products, Motor Breakdown, Rent Guarantee, Motor Excess from Auto Legal Protection Services Limited & Vantage Protect
- 3. Online purchases of Professional Indemnity Insurance from Tokyo Marine HCC All other P.I. policies will be from a full market process.

All of our Internet sales are offered by a single insurer on a non-advised basis, this involves our firm providing information only to the potential customer, leaving him/her to make a choice about how he/she wishes to proceed.

Optional Extra Insurances: - We will from time to time, and when appropriate, offer you optional insurance contracts with your main Insurance Policy. When this occurs, we will ensure the following:

- 1. You can clearly see the price for this optional policy.
- 2. It will be appropriate and you will be able to find out information on the Optional Insurance.
- 3. You will be able to clearly decide to take the Optional Policy up.

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.

You should take note of the required procedures in the event of a claim, which will be stated in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances that might lead to a claim. You should inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy.

You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance.

You are advised to keep copies of any correspondence you send us direct or to your insurer. If you are in any doubt about whether information is material, you should disclose it.

How to cancel

Please contact us immediately if you wish to cancel any insurance policy we have arranged for you. You may have a right to cancel a policy without penalty within the first 14 days (or, in some cases, longer). Please refer to your policy documentation for further details. If you cancel within this initial cancellation period (where this applies) you will receive a proportionate refund of premium from the insurer. However, insurers are entitled to make an administrative charge. In addition, we may charge an amount which reflects the administrative costs of arranging and cancelling the policy. Details of the amount we charge are detailed below under Fees and Charges.

If you choose to cancel other than within an initial cancellation period you may not receive a pro-rata refund of premium. In addition, we may charge an amount that reflects the administrative costs of arranging and cancelling the policy (see our Fees and Charges below).

If you have made a claim or there has been an incident which may lead to a claim, then all outstanding payments will become due and no refund will be given.

Protecting Your Information

We take your privacy extremely seriously and we will only use your personal details in line with our Privacy Notice. Please read our Privacy Notice carefully which take into account GDPR requirements, this can be found by either going on our website www.solarinsurance.co.uk or requesting a copy of this document by contacting our office in writing, calling us on the telephone or email. The contact details are shown at the end of this document.

Please contact us immediately if you have any queries where necessary, for example where we would like to use your data for some marketing purposes, we shall ask for your specific consent to do so. Your personal information includes all of the details you have given us to process your insurance policy (we will not ask for more information than is necessary). We may share your data with Third Parties for the provision and ongoing performance of your insurance policy. Your data may be transferred outside the UK. We will not sell, rent or trade your data under any circumstances. All of the personal information you supply to us will be handled in accordance with the applicable Data Protection regulations and legislation.

How to Claim

Please refer to your policy documentation if you need to notify a claim. You should contact us or the insurer direct as soon as you become aware of any incident which could give rise to a claim. If in doubt about whom you should contact, or if you require our

assistance in relation to a claim or potential claim please contact us.

Fees and Charges

We may charge you for the work incurred in handling your insurances. These charges apply if you instruct us to arrange insurance, carry out a mid-term adjustment, renewal, cancellation or other work on your behalf. Any additional charges, if applicable, will always be agreed with you in advance of them becoming due. Typically we will charge the following:

- £20.00 for personal line policies
- £20.00 for commercial policies less than £500.00 Gross Premium
- £50.00 for commercial policies over £500.00 Gross Premium
- £100.00 for policies up to £10,000 Gross premium
- £250.00 for policies up to £50,000 Gross Premium
- 1% of Gross premium for all policies over £100,000
- Tax Investigation Insurance £10.00 up to £500 premium above £500 premium £20.00 admin fee
- £20.00 for any mid-term adjustments for all policies.
- Issuing duplicate documentation Nil charge.
- For setting up a credit agreement in relation to instalment facilities 3% of loan amount.
- For cancellation of a credit agreement Nil charge.

Our admin charges may be more than this if an insurer/underwriter is doing business with us at no or little commission. In any event, we will make this charge very clear on the documents we give you.

Our Earnings

In return for placing business with insurers and/or underwriters and/or other product providers, we generally receive a commission from them which is a percentage of the annual premium that you are charged.

For arranging premium instalment facilities we earn commission from the premium finance provider which is usually a percentage of the individual loan.

Occasionally we may also receive a bonus/training/IT and/or marketing support from insurers and/or underwriters although this is not always guaranteed. In some circumstances, depending on the level of work involved, we may also charge you a separate fee however this will be discussed and agreed before any work is done on your behalf.

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.

We can arrange credit facilities through independent providers. We are registered under the Consumer Credit Act and our License No. is: 596648

We may keep certain documents, such as your Insurance Policy Documents or Certificate, while we are waiting for full payment of premiums. In these circumstances, we will ensure that you

receive full details of your insurance cover and will provide you with any documents that you are required to have by law

Please be assured that at no time will the way in which we are remunerated conflict with our responsibilities to meet your needs and treat you fairly.

Protecting your Money

Prior to your premium being forwarded to the insurer (or forwarded to you in the event of a premium refund) we hold your money as an agent of the insurer with which we arrange your insurance. Where we hold premium as the agent of the insurer it is regarded as received by the insurer. If we use an insurer/underwriter or wholesaler who does not offer risk transfer, then we will always ask the client to pay the insurer/underwriter or wholesaler direct.

By accepting this Terms of Business Agreement, you are giving your consent for us to treat your money in this way. Please notify us immediately if you have any objection or query.

Complaints

It is our intention to provide a high level of service at all times. However if you have reason to make a complaint about our service you should contact us immediately using the contact details:

Antony Tuck-Brown Compliance officer

tony@solarinsurance.co.uk or 01795 841310

You may be entitled to refer the matter subsequently to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service by telephone on 0800 023 4567 or online and further information is available at <http://www.financial-ombudsman.org.uk/>. If you do decide to refer any matter to the Financial Ombudsman Service your legal rights will not be affected. We will provide a summary of our complaints handling procedures should you make a complaint which we cannot resolve informally and at any other time, upon your request.

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/>

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.

Adequacy of Insurance Values

It is the responsibility of the insured to ensure that all sums insured and policy limits are adequate. It is strongly recommended that the appropriate Professional (e.g. Surveyor/Accountant) be consulted to ensure that the sums insured and limits under the policy are suitable.

Conflicts of interest/Customers best interests

As insurance brokers we generally act as your agent in advising you, arranging your insurance and assisting you in the event of a claim; we will always act honestly, fairly and professionally ensuring your best interests are our priority. In certain circumstances we may act for and owe duties of care to insurers and/or other parties. Where we become aware of any actual or potential conflict of interest with our duty to you, we will inform you of the situation and the options available to you before we proceed.

Insurer Security

The insurers we use are regulated and are required to have adequate capital resources. However, we cannot guarantee the solvency of an 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.

Termination

You or we may terminate authority to act in connection with your insurance arrangements at any time. Notice of termination must be given in writing and will be without prejudice to the completion of any transactions already commenced. Any business currently in progress will be completed unless we receive instructions to the contrary. Any premiums or fees outstanding will become payable immediately. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice.

Law and Jurisdiction

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