

# **Our Terms and Conditions**

## **Who We Are**

In arranging your insurance, 4Site acts on behalf of Groupama Insurance Company Limited (“GICL”) who is authorised and regulated by the Financial Services Authority. 4Site is a trading name of Vantage Insurance Services Limited (“VISL”).

## **Introduction**

VISL is committed to providing its clients with the highest quality standards when dealing with their affairs.

This agreement sets out the terms on which VISL agrees to act for you as its client. You should read the terms of this business agreement carefully, as it sets out our undertaking to you, including the limits of our liability. This agreement also identifies your responsibilities to us and to insurers.

Please contact us immediately if there is anything in this term of business agreement that you do not understand or with which you disagree.

## **Information about VISL**

VISL of 7 Birch Lane, London EC3V 9BW (Co. Registration No. 3441136) is authorised and regulated by the Financial Services Authority (FSA). We are a subsidiary of Kerry London Limited of Clare House, Worton Court, Worton Road, Isleworth, Middlesex TW7 6ER (Company Registration No 2006558) which is authorised and regulated by the Financial Services Authority. Our permitted business is arranging general contracts of insurance and our FSA reference No is 311541. These details can be verified on the FSA’s register by visiting the FSA’s website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

As an insurance intermediary, authorised and regulated by the FSA we are required to meet certain criteria. These include the following:

- We must conduct business with integrity, and pay due regard to your interests and treat you fairly;
- We must conduct our business with skill, care and due diligence;
- We must pay due regard to your information needs and communicate information to you in a way that is clear, fair and not misleading;
- We must manage conflicts of interest fairly, both between ourselves and you as our client and between you and another client;
- We are required to meet certain criteria when dealing with client monies; and
- We must take reasonable care to establish and maintain such systems and controls as are appropriate to our business.

## **Our service to you**

As Independent Insurance Intermediaries we will keep you adequately informed about the nature of our services to you and we shall take all reasonable steps to ensure that our communications with you are clear, fair and not misleading. We will explain the main features of the products and services being offered, including all details of cover and benefits together with any significant exclusions, conditions and other obligations after assessing all your requirements. It is therefore important, that your circumstances and objectives are clearly identified to us.

## **Conflicts**

In certain circumstances we may act for and owe a duty of care to other parties, where this is the case we will do all we can to ensure that any potential conflicts of interest that arise will be dealt with fairly so as to avoid prejudice to any party.

## **Disclosure**

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, through the life of the policy and when you renew your insurance.

The insurer is not required to make enquiries and the onus falls on you to disclose any matters that may be relevant to an insurer in assessing or accepting the risk on particular terms. Failure to disclose any material fact pertaining to your insurance, or any inaccuracies in the information provided could result in your insurance cover being invalid.

## **Confirmation of Cover and Policy Documentation**

Our aim is to provide you with the Schedule of Insurance setting out the terms, conditions and the insurer, in a timely manner. You should examine any insurance documents we send you very carefully to ensure they meet with your requirements. If you think they are incorrect or do not meet your requirements you should notify us immediately, otherwise we will assume the documentation is in order.

You will be provided with renewal terms, in writing 21 days in advance of expiry of your cover or notified that renewal is not being invited. Attached to the renewal terms will be any changes to the terms of the policy and any information we are required to present to you in line with regulatory requirements.

## **Premiums**

We will notify you of premiums due either at the point of sale or in writing prior to the conclusion of the contract.

Please note that your premium must be paid prior to the start of your cover.

You should note that we have no obligation to fund any premiums on your behalf and failure to provide your premium by the specified date could result in the cancellation of your insurance policy.

You may be able to spread your payments through a third party finance provider, or Premium Credit Limited, a facility we have arranged ourselves. We may also receive remuneration from premium finance and credit reference agencies and from some Insurers with whom we have profit sharing arrangements. Such amounts will solely be for our account.

We will give you full information about your payment options when we discuss your insurance in detail.

## **Fees and Commissions**

When we arrange your insurance, we usually receive commissions from the insurer(s). If another intermediary is involved in your insurance transaction they will usually be remunerated by a commission, included in the premium you pay, unless a fee in respect of their activities has been agreed with you in advance.

We may need to make charges in addition to insurance premium charges as follows:

Administration charge	£15
Policy amendment charge	£15
Documentation replacement charge	£15
Policy reinstatement charge	£15
Cancellation Charge	£15

## **Cancellation Clause**

A cancellation clause may be inserted into an insurance contract which can be identified within the policy wording. In the event of failure to pay the premium promptly, the insurance contract may be cancelled forthwith by us or by insurers giving notice of cancellation.

In addition to any cancellation fees imposed by the insurer, we may make a charge for processing the cancellation.

## **Financial Strength**

We do not accept liability for any losses you may incur arising directly or indirectly from the financial failure or insolvency of any insurer transacting business in the UK or EU.

**Client Money**

Client money is money received in the course of carrying out insurance mediation on behalf of clients. Under the FSA's client money rules, client money must be held in either a statutory or non-statutory trust account. The key difference between these two types of account is that the firm acting as trustee is permitted to make advances of credit from the non-statutory trust account to pay a client's premium before the monies have been received, but cannot do this from a statutory trust account. VISL holds client money in a non-statutory trust account.

We have agreement with our insurer(s) whereby money paid to us by clients, is treated as being paid directly to the insurer. In these circumstances, even if we were to default in paying that money to the insurer(s), your position is protected as the insurer(s) treats your premium as having been paid to them once we have received it. Under these arrangements we are acting as Agent for the insurer when collecting premiums. Generally these arrangements apply to premium payments only, but may include return premiums due to you or claims payments due to you. Any money subject to this kind of agreement will be held in our non-statutory trust account so as to provide further protection to you.

**Client Money (Interest and other returns)**

When holding client money as permitted by the FSA, VISL may receive interest on it's account based on the amount held from time to time. To avoid the requirement to account to clients for small amounts of interest, and the expense of making these payments, which would be disproportionate to the benefit received, this agreement provides that any interest received shall be for VISL's account, and no client shall have any entitlement to such interest or any part of it.

**Unclaimed Client Money**

From time to time clients move address or for other reasons lose contact with us. Where this occurs, and a balance is due to a client, we will continue to hold that money as client money for a period of 6 years from the date of the transaction. After that period we will cease to hold that money as client money specifically allocated to the relevant client and may transfer it elsewhere. We will continue to maintain a list of transactions affected and undertake to make good any valid claims occurring after the 6 year period.

**Approved Banks**

VISL deposits client money in client accounts with the following Bank:

- Barclays Bank.

We can confirm that the above Bank meets with the FSA requirements for approved banks.

**Claims**

You must notify us of all details of any incidents that could give rise to a claim without delay and provide us with all material information in order for us to inform insurers and to comply with the terms of your insurance contract. If you need to make a claim, telephone us on 01784 484606. We will provide you with advice of the insurer's decision about the claim promptly upon receipt from that insurer.

Where we handle claims on your behalf we will advise you promptly of insurers' requirements concerning claims, including the provision, as soon as possible, of information required to establish the nature and extent of a loss.

If there is any conflict of interest, we will only handle a claim on your behalf after we have disclosed to you, all information relevant to that conflict, so as to enable you to decide whether to give your informed consent for us to act for you on that claim. If we cannot resolve the conflict to our satisfaction we may have to decline to act for you on that claim.

**Complaints**

We take all complaints seriously. If you are dissatisfied with our service to you and wish to register a complaint then, in the first instance, please contact our Client Director Nigel Coppen, In writing at:

Vantage Insurance Services Limited  
Crest House  
Station Road  
Egham  
Surrey  
TW20 9LG.

Or by telephone on 01784 486852

We will acknowledge your complaint within 5 working days.

If we are unable to settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR or telephone 0845 080 1800, email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Compensation**

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 business and the circumstances of the claim.

Full details and further information on the scheme are available from the FSCS at 7<sup>th</sup> Floor, Lloyd's Chambers, 1 Portsoken Street, London E1 8BN.

**Data Protection**

All the information we request is necessary to provide quotations, arrange insurance cover and for client relationship management. Personal information will only be used for general insurance purposes including offering renewal, research and statistical analysis and crime prevention. Arranging insurance may involve certain disclosures of personal information to insurers, agents and service providers, industry regulators and our auditors. We are registered under the Data Protection Act 1998 and we undertake to comply with the Act in all our dealings with your personal data.

**Money Laundering and the Proceeds of Crime Act**

UK money laundering regulations require us to obtain evidence of the identity of clients for whom we act at the start of a business relationship. From time to time we may require evidence of the identity of clients.

We are obliged to report to the National Criminal Intelligence Service any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report.

If you require a claim or return payment to be made to a third party then you must confirm, in writing, the name and details of that third party and provide a brief explanation of the reason for this.

**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 non-exclusive jurisdiction of the English courts.