

Terms of Business

Accepting our Terms of Business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

We draw your particular attention to:

- The section headed 'Use of personal data', and specifically the paragraph explaining how 'sensitive personal data' will be used;
- and
- The section headed 'Handling money', which explains our terms for handling client money in a Non-Statutory Trust account.

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

The Financial Services Authority

Self-builder is a trading style of Belmont International Limited which is authorised and regulated by the Financial Services Authority (FSA). Our FSA Register number is 149724. Registered office: Belmont International Limited Becket House, Vestry Road, Otford, TN14 5EL, Registration number 1427492. Telephone: 01732 744700. Fax Number 01732 740276. Email: sales@self-builder.com Website: www.self-builder.com.

Our permitted business is advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You may check this on the FSA's register by visiting the FSA website, www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Our service

We source and arrange products but do not offer advice or make recommendations when arranging self-builder insurance for site insurance and structural warranty. This contract is arranged at the customers' specific request, on a "non-advised" basis. No advice will be offered or given with regard to any aspect of this transaction.

The Self Build site insurance contract is currently underwritten by Zurich Insurance PLC (a public limited company in Ireland, registered 13460). The policy is arranged by Belmont International Limited under a delegated authority scheme with Kerry London Underwriting Agency (KLUA). KLUA is a trading name of Kerry London Limited (registered 2006558). For structural warranty we introduce business to Premier Guarantee (registered 306947) and for legal expenses we introduce business to Brit Insurance Limited (registered 2763688), details of which will be provided at that time. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

Complaints and compensation

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact the Compliance Officer at the address shown above or telephone 01732 744700. When dealing with your complaint, we will follow our complaint handling procedures; a summary of these procedures is available in request. If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). Access to FOS is available for complainants coming within one of the following categories at the time we receive their complaint:

- Consumers (eg private clients)
- Before 1st November 2009 – Businesses with a group annual turnover of under £1million
- From 1st November – Businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million
- Charities with an annual income of under £1million
- Trustees of a trust with a net asset value of under £1million.

We are covered by the Financial Services Compensation Scheme (FSCS). 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. If you are eligible to claim from the FSCS, compensation is available as follows: Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance (such as Third Party Motor or Employers Liability), insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 020 7892 7300 or www.fscs.org.uk.

Payment for our services

We normally receive commission from insurers or product providers. On request we will be pleased to provide information about any commission received by us in the handling of your insurances. You will receive a quotation which will tell you the total price to be paid, and which identifies any fees, taxes and charges separately from the premium, before your insurance arrangements are concluded.

Full payment of the premium and fees is due before cover commences or as otherwise stated under terms of credit, or in the debit note, invoice or statement issued to you. Brokerage and fees are earned for the policy period and we are entitled to retain such brokerage and fees in respect of policies placed by us for the full policy period. In the event of cancellation therefore, any refund due may not be entirely proportionate to the premium paid. Details of how this may be calculated is available upon request. We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'.

Handling money

Our financial arrangements with most insurance companies are on a 'Risk Transfer' basis. This means that we act as agents of the insurer in collecting premiums and handling refunds due to clients. In these circumstances such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

You will be notified if Risk Transfer does not apply and such monies will then be held by us in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows the rules which the FSA introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally.

A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us.

Cancellation of insurances

You should make any request for the cancellation of a policy in writing and any relevant certificate of insurance must be returned to us or to the insurer concerned. If you cancel within the first fourteen days a full refund will be provided.

The terms of your policy may allow insurers to retain the premium in full or to charge short-period premiums in the event of cancellation before the policy expires. In the case of Self Build Site Insurance once the initial period of fourteen days is passed the policy is non-refundable even if the project completes prior to the expiry date of the policy. In respect of the Structural Warranties, once the property is built the policy cannot be cancelled and no refund of premium can be given. In most cases the Warranty will be transferable to the new owners or occupiers and subsequent owners for the duration of the policy.

We also draw your attention to the sections headed 'Payment for our Services' and 'Ending your relationship with us'.

Ending your relationship with us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty.

Your instructions must be given in writing and will take effect from the date of receipt. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 14 days notice. Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business.

You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

Your responsibilities

You are responsible for providing the complete and accurate information which insurers require in connection with any proposal for insurance cover. This is particularly important before taking out a policy but it also applies throughout the life of a policy.

If you fail to disclose information, or misrepresent any fact which may influence the insurer's decision to accept the risk or the terms offered, this could invalidate the policy and mean that claims may not be paid.

You must check all details on any proposal form or Statement of Facts and pay particular attention to any declaration you may be asked to sign.

It is important that you read all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

You must inform us immediately of any changes in circumstances which may affect the services provided by us or the cover provided by your policy.

Use of personal data

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances it will be necessary for us to pass such information to insurers and other product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you.

We will not otherwise use or disclose the personal information we hold without your consent. Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information you signify your consent to its being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to the address detailed above.

Conflict of interests

Occasions can arise where we or one of our associated companies, clients or product providers may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Claims handling arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation.

Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim. We will employ due care and skill if we act on your behalf in respect of a claim.

Governing Law

Our services and Terms of Business provided are governed and construed in accordance with English Law which may change from time to time.

Questions?

If you have any questions in relation to our Terms of Business, please contact us for clarification.