



W BURCH & SON LTD
INSURANCE BROKERS

Burch House, Lincolns Inn
Lincoln Road, Cressex Business Park
High Wycombe, Bucks HP12 3RE
Tel: 01494 524303
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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.

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

W Burch & Son Limited is an Appointed Representative of David Fangen Limited (Address: Thames House, 18 Park Street, London SE1 9EL) which is authorised and regulated by the Financial Services Authority (FSA). David Fangen Limited's FSA Register number is 125019.

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David Fangen Limited's 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

Our role is to advise you and, after we have assessed your needs, to make a suitable recommendation. In situations where we are able to arrange insurance for you but do not offer advice, we shall confirm the position to you in writing. We will not in any circumstances act as an insurer nor guarantee or warrant the solvency of any insurer.

We select personal and commercial insurances from a range of insurers but, for certain products, we may only deal with a single insurer or select from a limited number of insurers. We will give you further information about this before we finalise your insurance arrangements.

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 us in writing at W Burch & Son Limited, Burch House, Lincolns Inn, Lincoln Road, Cressex Business Park, High Wycombe, Bucks HP12 3RE or by telephone on 01494 524303 or by email on burch@wburch.co.uk

If you are still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (except in the case of a business with a group annual turnover of £1m or more, a charity with an annual income of £1m or more or trustees of a trust with a net asset value of £1m or more).

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. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder 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

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.

We also charge you for handling your insurances as follows:

New business:£25; Renewals:£10; Mid-term amendments:£10; Cancellations:£25; Issuing duplicate documentation:£15;
Copies of personal data we hold about you: £10 per request.

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 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.

We also draw your attention to the sections headed 'Cancellation of insurances' and 'Ending your relationship with us'

Handling money

Monies handled by us are controlled by David Fangen Limited. 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 transferred to David Fangen Limited to be held by them 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, David Fangen Limited 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 David Fangen Limited 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, following receipt from David Fangen Limited.

For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer.

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.

In the event of cancellation, charges for our services will apply in accordance with the Tariff of Fees above.

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.

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 7 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 and at renewal, 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.

If you are unsure about any matter, please contact us for guidance.

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. Where appropriate, we will also provide your personal information to David Fangen Limited for the purpose of arranging and/or administering your insurances, and to enable them to fulfil their legal and regulatory obligations.

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 for which you will be charged a fee of £10. 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 W Burch & Son Limited, Burch House, Lincolns Inn, Lincoln Road, Cressex Business Park, High Wycombe, Bucks HP12 3RE.

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. Similarly, a potential conflict of interest may arise between us and David Fangen Limited or between them and other parties. 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.