



Forces
SOLUTIONS

TERMS OF BUSINESS

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FSL/TOBA/SEPT2020



**ARMED FORCES
COVENANT**

Please read this document carefully. It sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibilities. By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

Any amendments required to your policy by email will only become effective when you receive either verbal or written confirmation from us.

Telephone Calls

We may record/monitor telephone calls for our joint protection and training purposes.

1. ACCEPTING OUR TERMS OF BUSINESS

Throughout this Terms of Business document, references to 'we' 'us' and 'our' are references to Forces Solutions Limited. For your own benefit and protection, you should read these terms carefully as this document outlines important information of which you should be aware.

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact the Operations Manager on **+44 (0) 116 473 5 473** or email us at info@forcessolutions.co.uk.

2. EXPLAINING OUR STATUS

As an Independent broker we offer products from a range of Insurers who have assisted in designing products that are suitable for the lifestyle of HM Forces and we will advise and make recommendations whilst considering your demands and needs for these products. For which we may receive commissions and charge fees which are fully disclosed below.

Forces Solutions Limited is registered in the UK (Number 10889106) and our Registered Office is 93 Cotmandene Crescent, Orpington, Kent, BR5 2RA

We are authorised and regulated by the **Financial Conduct Authority registered number 798059**. Our permitted business is advising, arranging, dealing as agents and assisting in the administration and performance of non-investment contracts.

Information regarding our permissions can be found by **visiting the FCA website, www.fca.org.uk/register, or by contacting the FCA on +44 (0) 845 606 1234.**

3. EXPLAINING OUR SERVICES

Our service includes advising you on your insurance needs, arranging your cover with insurers to meet your requirements and helping you with any ongoing changes you wish to make.

In situations where we are able to arrange insurance for you, we will not in any circumstances act as an insurer nor guarantee

nor warrant the solvency of any insurer.

We use a small panel of specially selected Insurers who have either signed up to or are supportive of the Armed Forces Covenant to ensure that our products are fit for purpose and can accommodate the unique requirements of HM Forces, associated civilians, Reservists and Veterans. This panel is reviewed regularly. You may ask for a list of Insurers we deal with for these products.

4. ACCURACY OF INFORMATION

Your insurance contract, including terms, conditions and premiums are based upon the information provided and subject to acceptance by the Insurer. You must ensure that you are complying with your legal duty to answer all the questions honestly and to the best of your knowledge.

It is your responsibility to provide complete and accurate information to the Insurer throughout the life of your policy, this begins from the point of quotation, throughout the policy duration and when the contract is renewed. Any change in your circumstance or to the risk itself must be notified to us immediately, cover may be invalid until your Insurers have agreed cover based on any such change.

Please take reasonable care to answer all the questions honestly and to the best of your knowledge. Please note any questions incorrectly answered, be it accidental or deliberate, may invalidate your insurance cover and could result in all or part of a claim not being paid. Your Insurers hold the right to cancel or void all cover in these circumstances. It is important that all documentation we send to you is checked immediately to ensure all information is correct. If any information is incorrect please advise us immediately.

5. CONFIRMATION OF COVER

We will provide you with written confirmation and details of the insurance that has been affected on your behalf, as well as the Insurers who have subscribed to the risk.

6. YOUR RESPONSIBILITIES

Insurance companies require you to provide them with a fair representation of the risk to be insured. It is therefore important you take reasonable care to answer all questions honestly and to the best of your knowledge. This is particularly important before taking out a policy also at renewal, or if you make any changes or amendments to your policy.

You are responsible for reviewing all Policies issued carefully, as it is these documents, the schedule and any certificate insurance that are the basis of the insurance contract purchased. Particular attention should be paid to any policy conditions, exclusions, warranties and claims provisions, as failure to comply may invalidate your cover. If there is any doubt about these, immediate advice should be sought from us.

If you take a policy out with us we may require you to provide a driving licence summary, this is required as part of a validation process. If our insurers require this, we can assist you and conduct this on your behalf. We will require your driving licence number, National Insurance number and your postcode. Alternatively you are able to conduct this yourself using the following website <https://www.gov.uk/view-driving-licence>, please note that this will be required for all drivers.

7. PAYMENT OF PREMIUMS

We adhere to strict terms of credit on insurance premiums. We will advise you of the premiums due from you to insurers by your preferred method of contact when the placement of risk has been completed. This will normally be sent to you within 14 days of the inception of cover. The premium is due on attachment of cover. In order that we settle with insurers we will require payment of the premium within 14 days.

You agree that settlement of premiums in good time is your responsibility. No payment shall be deemed to have been received until Forces Solutions Limited have received cleared funds.

Your insurance contract may include a cancellation clause. In the event that you fail to pay your premium by the due date, the insurance may be cancelled forthwith by us or by Insurers, giving notice of the cancellation.

8. WHAT YOU WILL BE REQUIRED TO PAY

Full policy wordings and summary of covers available from our insurers will be fully disclosed to you and the total premium and payment options will be disclosed including any fees and optional extra Insurance

policies to supplement the product offering. This will also include if you are required to pay any Insurance Premium Tax (IPT).

Forces Solutions Limited operates an ethical approach in making charges to our customers ensuring that our customers get the best possible value for money.

Please note our standard charges* to cover administration are as follows:

- Arrangement fee not exceeding £50.00 in respect of New Business contracts we arrange for you and in respect of policy Renewals.
- Reserve the right to charge £20 for policy amendments and mid-term adjustments. However, recognising the lifestyle of HM Forces personnel, we will make no charge to record a change of address. Insurers will calculate the premium required for your new location so there may be an additional or return premium due.
- A 'returned payment' charge of £20, if a payment you make to us by credit or debit card, cheque or direct debit is returned to us unpaid.
- A late payment charge of £20, if you fail to make payment by the payment date.
- A cancellation fee (please see Cancellation section)
- We will not charge a fee for use of any UK personal credit/debit cards.

***We may charge a higher fee to reflect the cost of any additional services provided but we will inform you of any charges before proceeding.**

9. MONEY LAUNDERING/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 the business relationship. Documentary evidence may be requested. We are obliged to report to the Serious Organised Crime Agency any situation giving rise to a suspicion of money laundering. A formal report may be made in the following circumstances:

- If there is suspicion relating to a client's identity
- If a client makes substantial or unusual cash payments
- Where the transaction does not appear to be rational in the context of the client's business or personal activities.

We are prohibited from disclosing any report to the client.

10. HANDLING CLIENT MONEY

After receipt of payment, we hold money on behalf of clients, in accordance with the FCA Rules on client money. Our Terms of Business, with certain Insurers, include provision that premium payments are considered as Insurer money is held in a Statutory Trust in accordance with FCA Regulations. This means that whilst we have legal ownership over client monies, such money remains in the beneficial ownership of our clients. We are not permitted to, and do not, use client money balances to provide credit for customers or potential customers. As a consequence of these rules we will not be liable to allow a refund of premium until such time as we receive the credit of premium from the Insurer. Any interest earned on client money held by us will be retained by us for our own use.

In the event of any refund of money being due, it may take up to 30 days for the funds to arrive from the insurer and be returned to you.

11. CONFLICTS OF INTEREST/FAIR TREATMENT

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.

We aim to treat you fairly at all times by ensuring that we provide you with insurance products, services and advice that are suitable and meet your needs and expectations. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

12. CONSUMER CREDIT

We act as a credit broker and not a lender for the provision of premium finance. To provide this facility we use a panel of lenders.

In such cases we may receive a payment from the lender for these arrangements. If your insurance premium is collected by direct debit and you default in payment of any instalments due, our nominated credit provider will give you seven days' notice at your last known address. If you do not meet the terms of this notice, we or your insurer will have the option to cancel your policy.

If a claim has been made the full annual premium may be payable immediately. Provided that no claims have been made, the sum due will be calculated in accordance with the details provided for the time your policy is in force. If you have made an overpayment this will then be refunded. Should you default on your credit agreement we or our credit provider reserve the right to apply a administration fee of up to £30 independent of any charges imposed by the insurer.

Many credit companies will carry out a credit search, this may leave a footprint or record on your credit file. This is not within our control, but we must notify you of this happening in the event you ask us to arrange credit via a third-party provider.

Paying by Monthly Instalments

Subject to our agreement you can choose to pay your premium with an initial deposit (normally 15%) and a number of regular monthly payments. You will be required to enter into a credit agreement with our chosen finance provider.

When arranging instalments, we act as a credit broker and not a lender. We only offer instalment facilities from Close Brothers Premium Finance and Premium Credit Ltd.

We will be happy to discuss the various payment options with you.

The credit charge for your finance arrangement will be provided to you during the quotation, you will also receive confirmation of your arrangement within your credit agreement. This is the amount of interest charged by the finance company for providing the instalment facility.

If you make a change to your policy which results in an additional premium, we may require you to pay the additional amount in full or pay a further deposit.

Please note that in the event of a claim, the full premium becomes payable immediately. At our discretion it may be possible for us to deduct the outstanding balance from your claim settlement or for you to continue making your monthly payments.

In the event of payment default, we reserve the right to charge interest on any resulting debt, to pass on to you any fees or charges we incur and to collect the outstanding balance from the credit or debit card details held on file. We will use a third party to aid debt recovery and this may result in additional charges being incurred by you.

Our Remuneration - You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your premium finance. We do NOT make a charge for arranging credit.

13. COMPLAINTS

Our objective is to provide a high standard of service to you at all times. However, we recognise that things can go wrong occasionally. When this occurs, we are committed to resolving matters promptly and fairly.

Please contact us immediately and we will endeavour to provide the service you desire.

Where your complaint relates to the service by your Insurers, then you should follow the Insurers complaints procedure as detailed in the policy booklet.

If your complaint is with our service, to help us put matters right you should contact the following: **Operations Manager, Forces Solutions Limited, 93 Cotmandene Crescent, Orpington, Kent, BR5 2RA Tel +44 (0) 116 473 5 473.**

This can be done by telephone, by email to info@forcessolutions.co.uk. or in writing. You should set out the full details of the complaint including any reference number. We will endeavour to resolve your problem within 24 hours of receiving your complaint. If this is not possible, we will acknowledge your complaint in writing within five business days, telling you who is dealing with your complaint and when you can expect a response. We will endeavour to provide a full response within 20 business days. If this is not possible, we will explain why we need more time and let you know when you can expect a full response.

We have a complaints process which can be provided upon request.

Finally, after we have indicated in writing that our internal complaints procedure has been exhausted, if we have not resolved the matter to your satisfaction, if eligible you should then refer the matter to the **Financial Ombudsman Service, their contact details are: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567. Website: www.financial-ombudsman.org.uk.**

14. COMPENSATION

Forces Solutions Limited is covered by the Financial Services Compensation Scheme. In the unlikely event that we are unable to meet our obligations you may be entitled to compensation from this scheme. Compensation depends on the type of insurance contract and the claim circumstances. For legally compulsory insurance contracts, insurance advising and arranging is covered for 100% of the claim without any upper limit. For other classes of insurance advising and arranging is covered for 90% of the claim without any upper limit.

For further information please contact: The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 or visit their website at www.fscs.org.uk.

Forces Solutions Limited maintains professional indemnity, employee fidelity and loss of property insurance to provide you with further protection.

15. CANCELLATIONS

You have the right to cancel your policy at any time during or before the period of cover.

In the event that you wish to cancel your policy, documentation will no longer be valid.

You can request the cancellation by telephone, by email to info@forcessolutions.co.uk or in writing. In writing, please write to:

Forces Solutions Limited
93 Cotmandene Crescent
Orpington
Kent
BR5 2RA
Telephone 0044 116 4735473

Should you cancel cover before the policy has begun this cover will be treated as a 'Not taken up' cancellation and all insurer premiums will be refunded in full, however we reserve the right to retain any fees charged.

Should you wish to cancel cover within fourteen days of receiving your policy documentation (so called 'Cooling-Off' period) the premium payable by you will be calculated by the number of days on cover with the insurer subject to a minimum premium of £25. In addition, we will reserve the right to retain our arrangement of £25 there will be no additional cancellation charge made by us.

Should you wish to cancel cover after fourteen days your insurers will require a premium to reflect the time you have been on cover, we will make a charge of £35.

In the event that a claim has occurred under your contract no refund may be given until your insurers have settled the claim on a non-fault basis, recovering all financial costs which may have been incurred. If you have elected to pay the premium by instalments these will continue to be collected unless you settle the outstanding balance in full.

Please note in the event a refund is due, any amount under £10.00 will be retained.

16. RENEWING YOUR POLICY

For your protection shortly before the renewal of your policy, we will send you a renewal invitation, which contains information on the premium due and the details we hold. It is important you check the information we hold is accurate and you inform us of any changes in your circumstances.

To ensure that we continue to offer a policy that is suitable to your needs we may recommend an alternative insurer at renewal. If you are happy with your renewal quote with the insurer recommended, there may be nothing further for you to arrange. If you are paying for your insurance by direct debit your policy may be automatically renewed, and your revised payments may be debited from the bank account details we hold. Further details of whether or not your policy will be automatically renewed will be confirmed on your renewal invitation.

If you do not wish us to renew your policy automatically, please inform us at any time up to 7 days before your renewal date. If we do not hear from you to the contrary, we will take this as your authority to accept the renewal terms, and will accept on your behalf the policy offered. Please note that if we confirm your policy will not be automatically renewed, cover will cease on your renewal date unless you contact us beforehand to make a payment.

17. CLAIMS HANDLING ARRANGEMENTS

All claims handling services are dealt with exclusively by the Insurers own claims departments. To notify of a new claim please refer to your policy documentation for the contact number for your insurer or check our website Useful Info (Link).

Insurers need to be notified in a reasonably good time of a claim or circumstances which might lead to a claim.

If you are entitled to 'Tax free' facilities abroad you will need to obtain the appropriate forms to avoid payment of local taxes.

You will be fully advised on the procedure when repairs are being arranged.

18. NO CLAIMS BONUS

If you have informed us that you are entitled to No Claims Bonus but this is not validated with the relevant proof, your policy may be subject to an additional premium, it may be cancelled or be made null and void from the inception date of your policy.

When requesting proof of No Claims bonus from us we will confirm any relevant bonus you are entitled to which has been earned whilst insuring your vehicle with Forces Solutions Limited.

Any Driving Experience/Introductory/Enhanced bonus will not be deemed transferable to another Insurer as this feature is a specially negotiated benefit of a 'Forces Insurance Policy'.

19. DEALING WITH OTHERS ON YOUR BEHALF

To help manage your insurance policy, subject to answering security questions, we can with your authority deal with you or your husband, wife or partner or any other person whom we reasonably believe will be acting for you if they call us on your behalf in connection with your policy or a claim relating to your policy.

Please advise us whom you wish to nominate to act on your behalf, this can be done verbally or in writing.

Please be aware that any party nominated will have authority to deal with us in respects of the insurers and all relevant third-party organisations who we have unless you and your insurer agree all terms and conditions of the policy will be governed in respect of English Law. Therefore, English Law applies to your relationship with your insurer and your Insurance contract.

In respect of policies issued in Scotland, the terms and conditions of trading will be governed by, and constructed in accordance with the Laws of Scotland and the parties submit to the exclusive jurisdiction of the Courts of Scotland.

As a member of (or civilian attached to) HM Forces including reservists we also agree that we will correspond with you (and issue documentation to you) in the English language irrespective of the country in which you may currently reside.

20. APPLICABLE LAW

Unless you and your insurer agree all terms and conditions of the policy will be governed in respect of English Law. Therefore, English Law applies to your relationship with your insurer and your Insurance contract.

In respect of policies issued in Scotland, the terms and conditions of trading will be governed by, and constructed in accordance with the Laws of Scotland and the parties submit to the exclusive jurisdiction of the Courts of Scotland.

As a member of (or civilian attached to) HM Forces including reservists we also agree that we will correspond with you (and issue documentation to you) in the English language irrespective of the country in which you may currently reside.

Please note these Terms of Business do not affect your normal statutory rights.



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