

## About us

Topsail Insurance Limited of 4-6 Octagon Offices, Waterfront, Brighton Marina, Brighton, East Sussex, BN2 5WB, England, is authorised and regulated by the Financial Conduct Authority (FCA) as an insurance intermediary. Our Firm Reference number is 300870. We are permitted to arrange, advise on, deal as an agent of insurers and assist in claims handling with respect to non-investment insurance policies. You can check these details online using the Financial Services Register [www.fca.org.uk/consumers](http://www.fca.org.uk/consumers) or by contacting the FCA Consumer helpline on 0800 111 6768. We are also authorised by the FCA for consumer credit lending and we act for one lender.

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. We do hold authority from insurers to bind business and collect and handle premiums; in doing so, we 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.

## 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.

**Commercial customers:** If the insurance is arranged wholly or mainly for purposes related to your trade, business or profession you have a duty to disclose all material facts whether or not the insurer asks for specific information. This duty applies throughout the life of your policy, and when you renew your insurance. Material facts are any facts which may influence the Insurer's deciding to accept the policy and/or what terms are applied. Failure to disclose a material fact may invalidate your insurance and could mean that your claim will not be paid.

## Insurer

Your insurer will be clearly stated within your Insurance Certificate and will normally have been chosen from a single undertaking. In some cases a panel of insurers will have been used and you will be advised of their names.

## Premium

The premium amount to pay is clearly stated in your documents. In the event of any outstanding premium at the start of a policy period, we reserve the right to withhold documentation pending full and final receipt of the outstanding amount.

## How to cancel

You may have a statutory right to cancel a policy you take out through us within a short period. Please refer to your policy summary or your policy document for further details. If you cancel within the statutory cancellation period (where this applies) you will receive a pro rata refund of premium from the insurer. Insurers are also entitled to make an administrative charge. If you wish to cancel outside the statutory cancellation period (where this applies) you may not receive a pro rata refund of premium. In addition, we may also keep an amount that reflects the administrative costs of arranging and cancelling the policy (see tariff of administration charges below).

## Fees and charges

In addition to premiums charged by the Insurer we may, at our discretion, make the following charges to cover administrative costs for these specified activities:

|                                    |  |
|------------------------------------|--|
| Administration charge:             | £20.00/€30.00/USD50.00/NZD50.00  |
| Mid-term cancellation:             | £50.00/€85.00/USD100.00/NZD100.00  |
| Credit/International Card charges: | In respect of premium originating from non EEA member states 2% of premium including fee |

(Administration charge and Mid-term cancellation charge in currency equivalent, per xe.com, if not stated above)

The insurer or wholesale broker may charge their own fee, which will be disclosed to you within the policy documents.

If you pay your premium by instalments we shall inform you of any additional fees, charges or interest as part of your credit arrangements

## Our earnings

We earn commission on each policy from the insurer, which will be a percentage of the premium you pay to us. With some insurers, we earn an additional amount based on the profitability of our account. We also earn commission from our premium finance provider based on a percentage of the amount borrowed. 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.

## Block transfers

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. This is where we place all insurances of a certain type with one insurer who can provide particularly competitive terms for all our customers. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial for our clients.

This Terms of Business Agreement constitutes both your acceptance that we may do this and your prior request for us so to do.

## 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 the Managing Director at the above address or call 01273 573 727. 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 0 234 567 or write to Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. 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.

## How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact the claims administrators as soon as possible using the contact details provided. If in doubt about whom you should contact, please contact us on +44 (0)1273 573 727.

## 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 and 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 strictly in accordance with the applicable Data Protection regulations and legislation.

## Protecting your money

Prior to your premium being forwarded to the insurer, and for your protection, we either hold your money as an agent of the insurer (in which case your policy is treated as being paid for), or we hold it in a client bank account on trust for you.

We may extend credit to other customers from this account and we may transfer your money to another intermediary in some cases. However your money will be protected at all times because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

By accepting this Terms of Business Agreement, you are giving your consent for us to operate in this way.

## 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 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 [www.fscs.org.uk](http://www.fscs.org.uk)