



# TERMS OF BUSINESS

## STATUS

Charden is a trading style of RGA Underwriting Ltd, an independent Insurance Broker, authorised and regulated by the Financial Conduct Authority. As scheme operators, we offer a range of insurance products from a number of specialist insurers.

## OUR PROMISE

Our service includes arranging your insurance cover with your choice of one underwriter, issuing you with the relevant detailed policy documents, assisting you with any queries that you might have regarding your cover, helping you with any changes that you have to make to your insurance certificate; including mid-term adjustments and cancellations. We will also assist you with any claims you may need to make. We adhere to the FCA code of conduct and promise to treat all customers fairly. We always act on your behalf in arranging your insurance. It is our intention to provide you with a high level of service at all times.

## CHARGES

In addition to premiums charged by insurers, administration charges may apply; if there are any other specific charges, you will be advised in advance.

Commission is retained for cancellations. Unless otherwise agreed, we will only accept payment by credit/debit card or direct debit. If there are any other specific charges, you will be advised in advance. In addition to policy fees, we may charge you for mid-term adjustments if there are changes to the underwriting risk.

## EARLY CANCELLATION FEES

Should you wish to terminate the insurance contract early, you will be entitled to a refund of the unexpired portion of your policy, less a cancellation fee of 15%. For example, a policy brought for £200 and cancelled mid-term would incur a fee of £30 (15% x £200).

## RISK TRANSFER (including risk transfer to sub brokers)

RGA holds monies on behalf of insurers, and confirms that FCA regulated agents of RGA may also hold monies on behalf of insurers, subject to the terms and conditions of the RGA agency agreement. Monies can be held and co-mingled in a statutory account. Handling money on behalf of a client when not FCA regulated, is prohibited.

## PROTECTING YOUR MONEY

Prior to your premium being forwarded to the insurer, and for your protection, we hold your money as an agent of the insurer which means your policy is treated as being paid for. 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.

## CUSTOMER PROTECTION INFORMATION

If you should wish to make a complaint about our service, please do so by following our Complaints Procedure. In the first instance, you should contact us by telephone on 0800 408 6800 or in writing with your complaint addressed to Managing Director. Details on how to make a complaint can be found at the back of your policy booklet. You may be entitled to refer this to the Financial Ombudsman service. Further information is available at <http://www.financial-ombudsman.org.uk> or by contacting the consumer helpline on 0845 080 1800.

## COMPENSATION ARRANGEMENTS

We are members of 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. Further information about the compensation scheme is available at <http://www.fscs.org.uk>, or by calling the customer services team on 0800 678 1100.

## CUSTOMERS DUTY TO GIVE INFORMATION

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 decision 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.

## WITHHOLDING DOCUMENTATION

We may retain certain documents such as your insurance certificate whilst we are waiting for full payment of premium from you. We would not normally thereafter retain your documents unless you specifically request us to keep them for you. In these circumstances we will ensure that you receive full details of your insurance cover and will provide you with any documents which you are required to have by law.

## CLAIMS

In the event of a claim, please notify us on 0844 493 1177. When we receive notification of an incident that might give rise to a claim under your policy, we will inform the insurer without any unnecessary delay. We will notify you of any request for information we receive from your insurer. Claims must be notified within 30 days (except for Legal Expenses and Rent Guarantee and Legal Expenses only insurance Policies, which allow 45 days) of the incident occurring.

## PROTECTING YOUR INFORMATION

All personal information about you will be treated as private and confidential (even when you are no longer a customer), except: where the disclosure is made at your request and/or with your consent and its relating to the administration of your insurance or where the law requires us to. Some or all of the information you supply to us in connection with your insurance, will be shared with other companies for underwriting, claims and premium collection purposes. Your data will be held in accordance with the Data Protection Act 1998, under which you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to the Managing Director at 27 Great West Road, Brentford, London, TW8 9BW.