

# TERMS OF BUSINESS FOR FREE LEGAL EXPENSES PRODUCT

**Adrian Flux Insurance Services**  
**East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN**

## **The Financial Services Authority (FSA)**

The FSA is the independent watchdog that regulates financial services. It requires us to give you this document. Please use this document to decide if our services are right for you.

## **Our Service**

We act as an Independent Broker on your behalf and our service includes advising you on your insurance needs, arranging your insurance cover with insurers to meet your requirements and helping you with any ongoing changes you have to make.

## **Who regulates us?**

Adrian Flux Insurance Services is authorised and regulated by the Financial Services Authority. Our FSA Register number is 307071.

## **Our permitted business is:**

### **Advising customers on non-investment contracts**

This includes recommending a specific insurance policy. For Legal Expenses insurance we deal exclusively with IGI Insurance Company Limited.

### **Arranging (bringing about) deals in non-investment insurance contracts**

This covers a range of activities including introducing a customer to an insurer, helping a customer to complete a proposal form and sending this to an insurer.

### **Making arrangements with a view to transactions in non-investment insurance contracts**

This includes helping a potential policyholder to complete a proposal form or introducing a customer to another intermediary, either for advice or to help arrange an insurance policy.

### **Dealing as agent in non-investment insurance contracts**

This includes entering into a contract of insurance with a customer on behalf of an insurer (for example, issuing a cover note).

### **Assisting in the administration and performance of a non-investment insurance contract**

This includes notifying an insurance claim to the insurer and negotiating settlement on behalf of the customer.

You can check the above on FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

## **Disclosure**

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance.

It is important you ensure that all information, statements or answers made by you to us or on proposal forms, claim forms and other documents are full and accurate and must be correct. If a form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document.

Your attention is particularly drawn to the importance of the declaration and signature on Insurer's Proposal Forms as any failure to disclose facts material to the insurance or any inaccuracies in your answers may invalidate your insurance cover in part or in whole. Facts material to the insurance are matters of information which may influence your Insurer as to the acceptability or otherwise of your Proposal or Renewal and must be disclosed at the earliest opportunity and certainly at renewal. You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain an Insurance Certificate. You are advised to keep copies of any correspondence you send to us or direct to your insurer. Please do consult us if you are in doubt on any aspect.

**If you are in any doubt as to whether any information is material, you should disclose it.**

## **Awareness of Policy Terms**

When a policy is issued, you are strongly advised to read it carefully as it is that document, the schedule and any certificate of insurance which is the basis of the insurance contract you have purchased. If you are in any doubt over any of the policy terms or conditions, please seek our advice promptly.

## **Claims**

If you are involved in an accident or have occasion to claim on your policy for any other reason, you must notify us immediately and we will promptly advise you and, if appropriate, issue you with a claim form and pass details to your Insurer.

You should not admit liability or agree to any course of action, other than emergency measures to minimise your loss, until you have agreement from your insurer.

## **Complaints**

It is our intention to provide you with a high level of customer service at all times. However, if, at any time you are dissatisfied with the service we provide, we have a formal complaints procedure. You should, therefore, take the following course of action:

In the first instance you should discuss your complaint with the member of staff with whom you have been dealing.

If you remain dissatisfied, please write to or telephone Mr P Twite, Customer Relations Manager at the address and telephone number shown above. We will acknowledge your complaint within 5 working days and advise you who is conducting the investigation into the matters which you have raised. We will provide a formal response within 20 working days from initial receipt of the complaint. If the complaint cannot be resolved within this timescale we will explain why and specify the likely timescale for resolution.

If we cannot settle your complaint, you may be entitled to refer it to the Financial Ombudsman Service. We will advise you if you are able to refer any complaint to the Financial Ombudsman.

## **Financial Services Compensation Scheme (FSCS)**

We are covered by the 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 £2000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, 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.

## **Confidentiality**

All personal information about our customers is treated as Private and Confidential.

We will only disclose the information we have about private individuals in the normal course of arranging and administering their insurance and will not disclose any information to any other parties without their written consent unless required by law or public interest.

We may use the information we hold about our customers to provide them with information about other products and services which we feel may be appropriate to them. Under the Data Protection Act 1988, private customers have a right to see the personal information about them that we hold in our records. If you wish to exercise this right, or have any other related queries, you should write to Mr P Twite at the above address.

**Note** - Your acceptance of these Terms of Business does not affect your normal legal rights.