

# COMPTON INSURANCE SERVICES LIMITED ("we"/"our")

## Terms of Business

### Authorisation and ownership

Our offices are situated at 45-51 Wychtree Street, Morriston, Swansea SA6 8EX.

We are authorised and regulated by the Financial Conduct Authority (FCA) to act as general insurance intermediaries. Our name, address and regulatory status can be checked on the FCA's website <http://www.fca.org.uk/register> or by contacting the FCA on 0300 500 8082.

We act under a contractual obligation to conduct insurance mediation business exclusively with one insurance undertaking, Zurich Insurance Company Ltd ("Zurich"). We do not provide a personal recommendation or advice, just information. For placing your policy with Zurich, we receive remuneration in the form of a commission payment which is included in the premium that you pay.

We act as Zurich's agent. The law of agency imposes various duties on us. In certain circumstances we may act for and owe duties of care to other parties. We will advise you when these circumstances arise so you are aware of any possible conflict of interest.

### Complaints

We will endeavour to act fairly and reasonably at all times and provide you with a professional service. If you wish to register a complaint, please contact us:

**In writing:** Write to the Complaints Co-ordinator, Compton Insurance Services Limited, PO Box 425, Swansea SA6 8YH  
**By phone:** Telephone 01792 315464

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

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 90% of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from FSCS.

### Client money

Client money is any money that we receive and hold in the course of arranging or administering insurance on your behalf. We are governed by strict rules pertaining to client money, set down by the Financial Conduct Authority. We operate a statutory trust client bank account. We will retain any interest earned on client money held in our client account. By accepting these Terms of Business you give your consent for us to operate in this way.

#### Client money (statutory trust)

We hold client money on trust. This means that while we have legal ownership of client money, that money remains in of our clients' beneficial ownership. We are not permitted to, and we do not, use client money balances to provide credit for clients or potential clients. We may, in some circumstances, need to transfer your money to another intermediary. However, your money will be protected at all times in compliance with the FCA rules.

### Disclosure of material information

It is your duty and responsibility to provide complete and accurate information to your insurer when you take out or renew an insurance contract. Failure to disclose material information or any inaccuracies in the information given may lead to serious consequences and your insurance contract could become void or affect any potential claim on the contract.

If any circumstances have changed which might affect your insurance you have a duty to provide the insurer with all relevant details. Examples of this would be if you, or anybody, who normally lives with you, has been convicted of any offence (other than a minor driving offence) or if your home is used for any business or profession.

If you fail to give this information the insurer has the right to refuse any claim or refuse to renew or to avoid your insurance completely.

If you are in any doubt about a particular fact you should disclose it. If your home is lent, let, sublet or shared or is not your permanent place of residence this should be disclosed to the insurer. It is a condition of your policy that your home is in a good state of repair and will be maintained in this condition.

You must also inform the insurer if your home will be unoccupied for longer than the period stated in your policy, is about to undergo significant alteration or refurbishment, or has been repaired for/or is showing any signs of damage due to subsidence, ground heave, landslip or flooding. A claim before renewal date may affect the amount of any premium discount allowed.

### Paying by monthly instalments

We use Orchard Funding Ltd (OFL) to provide finance exclusively. Your relationship will be directly with Orchard Funding Ltd for the finance and you will be required to enter into a credit agreement with them. By entering into this agreement, you confirm you are able to meet all of the monthly repayments in full. If your financial situation changes, please contact us.

We receive a commission for introducing customers to OFL. You may request details of any commission, fee or other remuneration that is payable to us. Your personal information and the bank details you provide to us will be passed to them and they will contact you by email or text and they may send you PDF or Word documents.

Credit is subject to status and OFL may use a credit reference agency that leaves a record of a search or other information about you to carry out credit and anti-money laundering checks.

The interest rate charged for your finance will be as follows.

- 9.00% (25.99% APR\*) for amounts less than £150.00. This means that for every £100.00 borrowed you will pay back £109.00 plus a one-off admin fee\*\*.
- 9.00% (17.5% APR) for amounts of £150.00 and over. This means that for every £100.00 borrowed you will pay back £109.00. \*Representative APR based on a £2.00 admin fee.

OFL will charge you a one-off facility fee \*\* of between £2.00 and £8.00 if your borrowing is less than £150.00, which they will add to your Finance Agreement. Full details of this will be provided by Orchard Funding Ltd in their documentation sent to you. By asking to set up a Direct Debit to OFL you are providing your consent for us to proceed on this basis.

#### **Awareness of insurance policy terms**

When an insurance policy is issued to you, we strongly advise you to read it carefully, as the schedule and the insurance agreement form are the basis of the insurance contract you have purchased. If you any query on any of the policy terms and conditions, please seek our advice promptly. You will receive sufficient information to enable you to make an informed decision about the contract being proposed, together with the premium and any fees relating to the non investment insurance contract in good time before the contract takes effect.

#### **Claims**

You should inform your insurer immediately in the event of a claim against your insurance policy on the dedicated claim helpline telephone numbers we provide to you. If you have any difficulty contacting the insurer please let us know without delay.

#### **Renewal and cancellation of insurance**

Where payment for the contract you have undertaken is by regular instalment, for example by Direct Debit, you give your consent to the contract being automatically renewed without further reference to you at the renewal date. This means that the insurance will continue to be provided to you, and you will be obliged to continue to pay for that insurance, unless you specifically contact us before the date of renewal of the insurance policy to notify us that you no longer require insurance.

If any Direct Debit or other payment due in respect of the credit agreement you enter into with OFL to pay insurance premiums is not met when presented for payment or if you end the credit agreement with OFL or do not enter into a replacement credit agreement, OFL will inform us.

If we do not make other arrangements for you to pay the insurance premiums, you acknowledge and agree that we may, at any time, instruct on the relevant insurer to cancel the insurance on your behalf (or, if this occurs shortly after the start or renewal of the insurance, to notify the insurer that the policy has not been taken up) and to collect any refund of premiums which the insurer may make and if you owe any money to OFL under your credit agreement we may pay it to OFL or if OFL have debited us with the amount outstanding, use it to offset our costs.

You are responsible for paying any time on risk charge and putting in place any alternative insurance and/or payment arrangements you need.

#### **Service charges**

In addition to premiums charged by the insurer we may, at our discretion, make a service charge of up to £30.00 to cover our administrative costs for mid-term adjustments and renewals, replacement lost certificates/policies, duplicate policies or certificates requested by you or other parties (for example solicitors or banks), credit arrangements for monthly premium payments, split payments (subject to prior agreement), mid-term cancellations and late payment, stopped or returned cheques.

#### **Confidentiality**

Our privacy notice tells you about the information we collect from you. In collecting this information, we are acting as a data controller and, by law, we are required to provide you with information about us, about why and how we use your data, and about the rights you have over your data. Our privacy notice is available on our website at [www.comptongroup.com/privacy-policy](http://www.comptongroup.com/privacy-policy).

These Terms of Business shall be governed by and construed in accordance with the law of England and Wales. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

CIS Ltd/September 2024

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