

# Harvington Services Ltd

## TERMS OF ENGAGEMENT

### The basis on which we do business with you

This document sets out our commitment to you as our client, and the principles we follow in doing business with you.

Harvington Services Limited is an independent insurance intermediary, authorised and regulated by the Financial Services Authority.

Our service includes advising you on the scope of our product, arranging your insurance cover with insurers and helping you with any ongoing changes you may need to make. We operate specific insurance facilities in respect of pet insurance and we have not investigated alternatives on your behalf.

## INSTRUCTIONS

To avoid any misunderstandings, we must ask that you provide your instructions in writing (through our website, or by letter, facsimile or email). In urgent cases, we will accept verbal instructions, but must request that they are confirmed in writing as soon as possible.

## PROPOSAL FORMS

We are happy to provide you with advice on completing your on-line proposal form, but cannot complete it on your behalf. Please pay particular attention to your duty of disclosure (below) as it is essential that we and/or the insurer are informed of all material facts before placing any cover for you.

## DUTY OF DISCLOSURE (What you must tell us)

- It is your responsibility to disclose all material information to insurers when obtaining cover. It is not up to the insurer to make enquiries.
- Information is material if it affects the insurer's estimate of the risk involved, or if a misrepresentation/non-disclosure causes an insurer to enter a contract on particular terms.
- If any information is omitted or misrepresented, insurers have the right to void the policy and return the premium. This means there is no longer an insurance policy and claims will not be paid. It is vitally important that you take care, when providing information, over its accuracy and completeness.
- The duty of disclosure arises when the insurance is first taken out and each time you renew it. You should also advise us of any changes throughout the life of the policy.
- Please contact us immediately if you need to make any changes to your policy so that we can obtain approval from the insurer.
- If you are uncertain whether a fact is material, you should disclose it.

## INFORMATION ABOUT THE PROPOSED INSURANCE

We will endeavour to ensure that:

- We provide you with full information early enough for you to make an informed decision about the insurance being proposed
- We explain the key features of the insurance proposed including
  - Essential cover and benefits
  - Significant or unusual restrictions, exclusions, conditions or obligations
  - The period of cover
- If we are unable to match your requirements, we explain the differences between them and the insurance that we are proposing.

## CONFIRMATION OF COVER

We will provide you with written confirmation that cover has been put in place, including the terms of the insurance, within five days of the date when cover began, together with a full policy wording.

We expect you to review all information on receipt and to let us know immediately if the details do not meet with your approval, particularly if any cover you require is excluded.

## PAYMENT OF PREMIUM

We will notify you of premiums, taxes and charges payable before we confirm cover for you. Premiums are due from the moment cover comes into force. So that we can settle with insurers promptly, we ask that you pay the premiums due within the term specified; this will usually be immediately with proposal form. Premiums paid to us are received on behalf of the insurer.

If you elect to pay your premium by monthly direct debit then the direct debit instruction must be sent to us at the time you complete the proposal form.

If you fail to meet the monthly payments or cancel the direct debit instruction during the term of the policy then your insurance cover will cease.

## COSTS AND REMUNERATION

We will

- Provide details of the premium costs of the policies offered
- Not impose any fees or charges without clearly disclosing the amount. We reserve the right to charge for policy placement, amendment and cancellation. A standard cancellation fee of £1 per month (including VAT) is imposed for DDI collections.
- Be paid for arranging the insurance in the form of commission by insurers.
- On occasions be entitled to payments from insurers in addition to commissions, in respect of underwriting performance or use of credit facilities. We may also generate earnings through management of cash balances held on behalf of insurers or clients. None of the above are identifiable to any specific client.

## CLAIMS

It is essential that we be notified immediately of any claims, or circumstances that could give rise to a claim. When you notify us, you must give us all material facts surrounding the claim. Your policy wording will describe in detail the conditions and procedures for making a claim.

We undertake to handle your claim swiftly and accurately and to account to you, where applicable, without unnecessary delay.

## DATA PROTECTION AND RETENTION OF DOCUMENTATION

We will maintain records of the insurance contracts that we set up on your behalf. We comply with the Data Protection Act 1998 and will retain records only as long as is considered best practice in the insurance industry or as required by other legislation. We will retain records for longer periods at your request. We will only pass your details to another party involved in the arrangement and administration of your insurances and by accepting these terms and conditions you are consenting to this activity.

You are entitled to a copy of your personal data held by us on written request and payment if a fee.

## MARKET SECURITY

We will only offer for your consideration insurers regulated and approved by the Financial Services Authority. We cannot guarantee the future ability of any insurer to meet its obligations under a policy and the final decision on the suitability of any insurer rests with you.

## COMPLAINTS

If at any time you are unhappy with our services, you should write to the Directors giving details of your complaint. We will deal with any complaint swiftly and fairly. If you make a complaint, we will acknowledge it promptly, explain how we will handle it and advise who will be dealing with it. We will keep you advised of how your complaint is progressing. Any disputes will be governed by and in accordance with the Law of England and Wales.

*Harvington Services Ltd is an independent insurance intermediary authorised and regulated by the Financial Services Authority.*

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