

## **TERMS OF BUSINESS AND INFORMATION FOR CLIENTS**

### **Status**

Porticus Insurance Consultants Limited is an independent insurance intermediary who acts as your agent and accepts responsibility for arranging your insurance. Our address is Unit 3 Turnham Green Terrace Mews, Turnham Green Terrace, London, W4 1QU. We are authorised and regulated by the Financial Conduct Authority (FCA). Our permitted business is advising on and arranging general insurance products and acting as a credit broker in instances where you pay for your insurance premium by instalment. Our FCA register number is 301072. This can be checked by visiting <https://register.fca.org.uk/>

### **What Products do we Offer?**

We offer products from a fair and personal analysis of the high net worth insurance market. We will advise and make a personal recommendation for you after we have assessed your needs

### **Our Commitment to Our Clients**

At all times we endeavour to conduct our business with utmost good faith and integrity.

We aim to provide advice objectively, independently and in your best interests.

### **Our Remuneration**

We arrange the policy with the insurer on your behalf. You do not pay us a fee for doing this. We receive commission from the insurer which is a percentage of the total annual premium.

### **Confirmation of Cover, Policies and other Documentation**

When we arrange a contract of insurance with you we will write to you in reasonable time to confirm coverage type and outline terms if a policy is not immediately issued.

We liaise with insurers to send you a formal policy document as soon as possible after commencement of cover unless one is not to be issued or required.

We advise you to check all policy documents, confirmation of cover and other documents to ensure they meet your requirements. If they do not you should contact us immediately.

Prior to annual renewal of your policy we will issue you with renewal terms sent to your address in our records or by email if required. Please advise us of a change of address at any time.

We recommend you retain all policies and confirmation of cover documents for as long as a claim is possible under the insurance contract. For

household we suggest this should be 2 years, motor 3 years and public liability 6 years.

Please note that your contract of insurance is at all times between you and the insurer selected by you.

### **Terms of Credit and Payment Details**

We will send you full details of the premium payable at the commencement of your policy and as a result of changes you ask us to make during the policy period. The premium will include Insurance Premium Tax which insurers are obliged to collect in respect of the contract of insurance.

Payment of insurance premiums may be made by the following methods within the due date indicated by the insurer:

1. Cheque made payable to Porticus Insurance Consultants Limited
2. Electronic bank transfer to our client account.
3. Insurer direct debit
4. By credit card to the insurer (where accepted).

Failure to meet the payment obligations may mean your insurer's obligations to you under the policy are terminated.

### **Additional Charges**

The insurer selected by you may stipulate additional administrative charges from time to time and we will notify you of these.

### **Client Money**

The FCA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:

1. any premium money it has received from you to the insurer; or
2. any claims or return premium monies that it has received from the insurer to you.

We are governed by strict rules pertaining to client money, set down by the FCA. Where we hold monies in a client bank account we may earn interest on monies held, which will be retained by us.

We act as agent of the insurer for the collection and refund of premiums and payment of claims. This means that premiums are treated as being received by the insurer when received in our bank account and that any claims money or premium refund is treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and we will tell you if this is the case.

### **Transfer of Client Money by Us to a Third Party (e.g. Another Intermediary Firm)**

Where we arrange your insurance contract through a second insurance intermediary, we will transfer your money for premiums due to the second intermediary for the purposes of effecting your transaction.

## **Use of Client Information**

We comply with UK Data Protection Rules. Information provided by you to Porticus Insurance Consultants will remain confidential. We will only share your information with the insurer for the purposes of arranging, administering and renewing your contract of insurance with the insurer or insurance intermediary and if applicable with the insurer's credit provider if you decide to pay premiums by monthly direct debit.

## **Claims**

You should contact us as soon as you are aware of an incident that may result in a claim being made on a policy affected by us and we will guide you through the appropriate steps to be undertaken. Alternatively you may call the 24-hour customer help-line if your policy provides one. Delays in notification may prejudice an insurer's position and could result in cover being denied.

We will act on your behalf and assist you in presenting a claim to the insurer and in ongoing negotiations.

## **Variation in Circumstances**

You should notify us of any change in your circumstances or events which may influence the coverage provided by the insurance selected.

## **Insurer Security**

We only seek insurance from insurers who meet our financial guidelines unless we receive instructions from you to the contrary. However, we cannot and do not guarantee the solvency or continuing solvency or financial security of any insurer use and clients should note that the financial position of an insurer may change during the period of cover.

## **Proposal Forms and Statements of Fact**

Your attention is particularly drawn to the importance of the declaration and, where requested, your signature on our, or the insurer's proposal forms and statements of fact. The information you provided forms the basis of your contract of insurance. It is important that this information is accurate and has not been misrepresented. Any inaccuracies in the information you have provided could invalidate your cover and result in non-payment of claims. If you are in any doubt please contact us.

## **Privacy Policy**

Porticus has a privacy policy that is available on request and shown on our web site.

## **Notification of Complaints**

It is our intention to provide you with the highest level of client service at all times. However if you are dissatisfied in any way with your insurance cover or in our dealings with you, you may write, call or e mail the Insurance Manager at the following address who will ensure the matter receives prompt attention:

The Insurance Manager  
Porticus Insurance Consultants Ltd.  
Unit 3 Turnham Green Terrace Mews  
Turnham Green Terrace  
London  
W4 1QU

Tel: 020 8400 2799

Fax: 020 8400 3657

E mail: [mail@porticusinsurance.com](mailto:mail@porticusinsurance.com)

Please quote any relevant reference number and, where possible, enclose copies of relevant correspondence.

We will endeavour to deal with your complaint within 3 working days before escalating it to our formal complaints procedure. If we resolve your complaint within this timescale we will confirm this in writing to you.

Complaints service standards

Step 1: we will acknowledge the complaint within 5 working days.

Step 2: we will send a final or holding response within 4 weeks.

Step3: we will send a final or other response within 8 weeks.

Porticus Insurance Consultants Limited is authorised and regulated by the Financial Conduct Authority (FCA) and if you remain dissatisfied, you may refer the matter to the Financial Ombudsman Service (FOS) for assistance: The FOS will independently investigate your complaint and can be contacted at the following address:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Consumer helpline: 0800 023 4567

<http://www.financial-ombudsman.org.uk>

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If your complaint is about the service provided by your insurer (this will include complaints about the claims service or the amount offered in settlement of a claim) you should write to the Customer Services Manager at the office of your insurer. (Shown on your policy document or available through contacting the Insurance Manager at Porticus.) If you remain dissatisfied, you may refer the matter to the FOS.

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.

**IMPORTANT: This complaints notification procedure does not affect your right to take legal action.**