
TERMS AND CONDITIONS OF SERVICE

1 Statutory and regulatory disclosures

- 1.1 "First Point Financial Management" is a trading style of Lifetime Financial Management Ltd.
Lifetime Financial Management Ltd is authorised and regulated by the Financial Conduct Authority, their Financial Services Register number is 448415. You can find the online version of the register at <https://www.fca.org.uk/firms/financial-services-register>.
- 1.2 First Point Financial Management Limited is a limited company registered in England under registration number 9444714, and our registered office is at Lakeview House, 4 Lake Meadows Office Park, Woodbrook Crescent, Billericay, Essex CM12 0EQ.
- 1.3 First Point Financial Management Limited is registered with the Information Commissioners Office, as a Data Controller, under registration number ZA104833.
- 1.4 Lifetime Financial Management Ltd is a limited company registered in England under registration number 3652194 and its registered office is at 12-14 Upper Marlborough Street, St Albans, Herts AL1 3UR.
Lifetime Financial Management's principal place of business is at 12-14 Upper Marlborough Street, St Albans, Herts AL1 3UR.

2 Our details

- 2.1 "First Point" is a trading style of First Point Financial Management Limited.
- 2.2 Our principal place of business is at 11-12 Talavera Court, Darnell Way, Northampton NN3 6RW – Telephone 01604 498887.

3 Introduction

- 3.1 These terms and conditions govern your use of our services.
- 3.2 By using our services, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our services.
- 3.3 Unless otherwise indicated our products and services are available to residents of the United Kingdom.

4 Consumer duties

- 4.1 A consumer means an individual who uses our services wholly or mainly for purposes unrelated to the individual's trade, business or profession.
- 4.2 In accordance with the Consumer Insurance (Disclosure and Representations) Act 2012 a consumer has a duty to take reasonable care not to make misrepresentations. This means that, when using our services, and when we ask you for information, you must ensure that all the information you supply is true, accurate, current, complete and non-misleading.
- 4.3 If you provide us with information which is not true, accurate, current and complete, or which may be misleading, whether carelessly, recklessly or deliberately this may result in claims being not fully paid or declined, your policy declared void, and/ or additional premiums and fees charged.

5 Commercial customer duties

- 5.1 A non-consumer means an individual or other legal entity that uses our services wholly or mainly for purposes related to a trade, business or profession.
- 5.2 Non-consumers have a duty to disclose material information that may affect the judgement of an insurance underwriter. Material disclosure must be made before a contract begins and during its term. When using our services, you must ensure that all the information you supply to us is true, accurate, current, complete and non-misleading.
- 5.3 Withholding or misrepresenting information may result in claims being not fully paid or declined, your policy declared void, and/ or additional premiums and fees charged.

6 Our service

- 6.1 We are an insurance intermediary that acts to advise its customers on their insurance needs and to arrange, service and administer insurance products and associated services for its customers.
- 6.2 To provide our service we will act as a representative of Lifetime Financial Management Ltd when:
 - 6.2.1 we provide advice relating to the insurance cover;
 - 6.2.2 we market or promote financial products;
 - 6.2.3 we arrange insurance cover.
- 6.3 Our insurance advice is based on an assessment of your requirements and may include recommendations from a range of insurers representing a fair analysis of the insurance market.
- 6.4 We will confirm the basis of our advice for each policy that we recommend.
- 6.5 We may introduce you to other intermediaries.
- 6.6 To provide our service we may employ the services of other firms and intermediaries to do so.

7 Use of information

- 7.1 In providing our service we will collect personal information from you to provide insurance products and services.
- 7.2 First Point Financial Management Limited will act as the Data Controller for the insurance products and services that we provide and to which these terms and conditions apply.
- 7.3 By using our services, you consent to our use of, and the security of, your personal information in accordance with our privacy policy, a copy of which can be inspected at <https://firstpoint.co.uk/terms-privacy>.

8 Payment handling

- 8.1 We are not authorised to deal with client money. We will advise you how to make any payments you need to make to an insurer, but we cannot accept cheques made payable to cash or to ourselves and cannot accept money paid by any other means.

9 Cooling off

- 9.1 "Consumers" (as defined in section 4.1) may have rights to cancel a policy for any reason within 14 days of receiving all of the required contractual information and the insurer's policy documents.

- 9.2 We will normally only instruct an insurer to cancel cover upon receipt of written instructions provided by the policyholder or an authorised representative. We may also accept instructions provided by either:
- 9.2.1 a satisfactory e-mail communication from a known or identifiable address of the policyholder or authorised representative; and
 - 9.2.2 a telephone communication and identification verification from the policyholder or authorised representative.

10 Cancellation

- 10.1 You may request the cancellation of a policy at any time throughout the duration of your contract.
- 10.2 We will normally only instruct an insurer to cancel cover upon receipt of written instructions provided by the policyholder or an authorised representative. We may also accept instructions provided by either:
- 10.2.1 a satisfactory e-mail communication from a known or identifiable address of the policyholder or authorised representative;
 - 10.2.2 or a telephone communication and identification verification from the policyholder or authorised representative.
- 10.3 Your cancellation will take effect from the date we receive satisfactory instructions: it cannot be backdated.
- 10.4 We, or the insurer, may cancel cover or any part of it by giving you reasonable notice by recorded delivery post to your last known correspondence address. There will be a valid reason for us or the insurer to do this.
- 10.5 Cancellations are subject to the insurers policy terms and conditions.

11 Our commission

- 11.1 We normally receive commission from Lifetime Financial Management Ltd and other intermediaries when introducing or arranging insurance.

12 Complaints

- 12.1 We are committed to providing a high standard of service but recognise that this can sometimes go wrong; this section sets out our complaint's procedure.
- 12.2 To make a formal complaint against us:
- 12.2.1 in the first instance contact one of our representatives as the majority of grievances are often resolved quickly with your last point of contact; and
 - 12.2.2 if you remain unsatisfied ask us to escalate your complaint to the Compliance Department of Lifetime Financial Management or make contact directly.
- 12.3 Lifetime Financial Management will deal with a complaint impartially and with the skill and care that you would expect. Lifetime Financial Management:
- 12.3.1 aim to resolve complaints by the close of the next working day, providing your complaint was received on a working day; and
 - 12.3.2 if unable to resolve your complaint in accordance with 12.3.1 they will ask you to send your complaint in writing, unless you have already done so.

- 12.4 Upon receipt of written complaints Lifetime Financial Management will:
- 12.4.1 acknowledge your complaint in writing within 5 working days of receipt;
 - 12.4.2 provide you with details of the person dealing with your complaint;
 - 12.4.3 keep you informed of the progress of the measures being taken for the complaint's resolution;
 - 12.4.4 write to you within 8 weeks with a final response.

- 12.5 To make a formal complaint in writing or to obtain further information, contact:

Lifetime Financial Management Ltd
Compliance Department
12-14 Upper Marlborough Road,
St Albans, Herts
AL1 3UR

- 12.6 If Lifetime Financial Management are unable to resolve your written complaint within 8 weeks of receipt, you may be entitled to contact the Financial Service Ombudsman for an independent assessment.

Financial Services Ombudsman
Exchange Tower, London E14 9SR

Consumer helpline: 0800 0234 567
e-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Switchboard: 0207 964 1000

13 Limited warranties

- 13.1 We warrant that we will provide our services promptly, and in a professional manner using reasonable care and skill. This is the only warranty we give in relation to our services and all other warranties (including any warranties implied by law) are hereby excluded.

14 Limitations and exclusions of liability

- 14.1 Nothing in these terms and conditions will:

- 14.1.1 limit or exclude any liability for death or personal injury resulting from negligence;
- 14.1.2 limit or exclude any liability for fraud or fraudulent misrepresentation;
- 14.1.3 limit any liabilities in any way that is not permitted under applicable law.

- 14.2 The limitations and exclusions of liability set out in this Section 14 and elsewhere in these terms and conditions:

14.2.1 are subject to Section 14.1; and

14.2.2 govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

- 14.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

- 14.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

14.5 We will not be liable to you in respect of any loss or corruption of any data, database or software.

14.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

15 Variation

15.1 We may revise these terms and conditions from time to time.

15.2 If we have to revise the terms and conditions because of changes in the law or in the rules or the Financial Conduct Authority or other regulatory body, the revised terms and conditions will apply to the use of our services from the date of their publication on our website. Otherwise, the revised terms and conditions will apply to any future work we undertake for you after the date of their publication on our website. While we will do our best through our website to draw your attention to any changes, it is your responsibility to check and ensure that you have read our current terms and conditions before instructing us to undertake any work for you.

16 Assignment

16.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions provided we have taken reasonable steps to ensure that you will continue to receive the same standard of service as we aim to provide.

16.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

17 Severability

17.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

17.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

18 Third party rights

18.1 These terms and conditions are for our benefit and your benefit and are not intended to benefit or be enforceable by any third party.

18.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

19 Entire agreement

19.1 These terms and conditions of service, together with our privacy and data policy, constitute the entire agreement between you and us in relation to your use of our services and supersede all previous agreements between you and us in relation to your use of our services.

19.2 Section 14.1 does not exclude our liability for any inaccurate, incorrect or misleading information supplied by us or one of our representatives which led you to enter into this agreement.

20 Law and jurisdiction

20.1 These terms and conditions shall be governed by and construed in accordance with English law.

20.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.