
TERMS AND CONDITIONS OF SERVICE

1 Statutory and regulatory disclosures

- 1.1 First Point Insurance Management Limited is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 310158. You can find the online version of the register at <https://www.fca.org.uk/firms/financial-services-register>.
- 1.2 First Point Insurance Management Limited is a limited company registered in England under registration number 3521771, and our registered office is at Lakeview House, 4 Lake Meadows Office Park, Woodbrook Crescent, Billericay, Essex CM12 0EQ.
- 1.3 First Point Insurance Management Limited is registered with the Information Commissioners Office, as a Data Controller, under registration number Z5555498.

2 Our details

- 2.1 "First Point" is a trading style of First Point Insurance Management Limited.
- 2.2 Our principal place of business is at 11-12 Talavera Court, Darnell Way, Northampton NN3 6RW – Telephone 01604 498885.

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 Non-consumer 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 independent insurance intermediary that acts to purchase, arrange, service and administer insurance products and associated services for its customers.
- 6.2 To provide our service we may act as an agent of the customer or as an agent of the insurer.
- 6.3 We will act as an agent of the customer when:
 - 6.3.1 we provide advice relating to the insurance cover;
 - 6.3.2 we arrange insurance cover;
 - 6.3.3 we provide advice on how to make a claim.
- 6.4 We will act as an agent of the insurer when:
 - 6.4.1 the insurer authorises us to receive and handle proposal forms on its behalf;
 - 6.4.2 we confirm the placing of insurance cover;
 - 6.4.3 we survey and describe the customer's property on the insurer's behalf;
 - 6.4.4 we have authority to collect premiums and do so;
 - 6.4.5 the insurer authorises us to pay claims.
- 6.5 Our insurance advice is based on your requirements and may include recommendations from:
 - 6.5.1 a range of insurers and intermediaries representing a fair analysis of the insurance market;
 - 6.5.2 a limited panel of insurers and intermediaries; or
 - 6.5.3 a single insurer or intermediary.
- 6.6 We will confirm the basis of our advice for each policy that we recommend.
- 6.7 We may introduce you to other insurers and intermediaries.
- 6.8 We will assist you with any claims and may employ the services of other firms and intermediaries to do so.
- 6.9 We may offer you credit facilities, or credit facilities of insurers or premium finance providers.

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 Insurance 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 will collect money from you for the purpose of providing services and to pay premiums. When collecting premium payments, we may treat these funds as either:
 - 8.1.1 money held temporarily as an agent of the insurer to pay premiums; or
 - 8.1.2 client money held temporarily to pay premiums.

- 8.2 The basis on which we hold money is determined by the terms of business agreements we hold with each insurer or intermediary.
- 8.3 All funds held for the payment of premiums are held by us in a non-statutory trust account which is operated in accordance with the rules specified by the Financial Conduct Authority (FCA). These rules are designed to protect client funds by maintaining adequate systems and controls to monitor the solvency of the trust and to protect you against our insolvency.
- 8.4 Monies held in a non-statutory trust account may be used to pay for client premiums before premium payments have been received, and to pay premium refunds before insurer payments have been received.
- 8.5 Money held as an agent of the insurer is treated as received by the insurer, who therefore becomes solely liable for any loss you may suffer.
- 8.6 We may use other intermediaries regulated by the FCA, and premiums may be passed to those intermediaries for payment of premiums to insurers.
- 8.7 By using our services you consent to the holding of money in accordance with the terms set out in this section 6. If you do not consent you must inform us in writing.

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 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.
- 9.3 If a policy is cancelled by exercising cooling off rights:
 - 9.3.1 any premium refund will be calculated by the insurer or intermediary issuing the policy based on the time on cover;
 - 9.3.2 the insurer or intermediary may charge a fee; and
 - 9.3.3 we may charge a fee.
- 9.4 In some circumstances there will be no premium refund in the event of cancellation, such as policies where claims have been made.
- 9.5 You will be liable for any remaining premiums and charges in accordance with the terms of section 9.3 irrespective of the method in which funds may have been paid.

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; or

- 10.2.2 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 If a policy is cancelled outside any cooling off period (see section 9) the insurer may pay a premium refund calculated based on:
 - 10.5.1 the time on cover; or
 - 10.5.2 a rate specified by the insurer or intermediary.
- 10.6 If a policy is cancelled and a premium refund is due:
 - 10.6.1 the insurer or intermediary may charge an administration fee; and
 - 10.6.2 we may charge an administration fee in accordance with section 12.5.2 which will be deducted from the refund before it is paid to you.
- 10.7 In some circumstances there will be no premium refund in the event of cancellation, such as non-refundable policies or policies where claims have been made.
- 10.8 If a policy is cancelled, you will be liable for any remaining premiums and for payment of any charges in accordance with the terms of section 10.6 to the extent that those charges exceed any premium refund due.

11 Our commission

- 11.1 We normally receive commission from insurers or intermediaries when introducing or arranging insurance.
- 11.2 We do not normally credit or refund any proportion of the commission that we expect to receive for arranging a policy or from additional premiums charged during the life of a policy, unless the policy is cancelled prior to its start date or cancelled during a cooling off period. Therefore, any return in premium that we process during the life of a policy will be credited or refunded net of this commission, unless we recommend and incept a replacement policy prior to renewal.
- 11.3 If you ask us to cancel your policy prior to its start date or during a cooling off period (see section 9 above), and a premium refund is due to you, we will credit or refund the commission we would have received from the policy in full.
- 11.4 We may also receive commission for arranging premium finance.
- 11.5 Non-consumers are entitled, at any time, to request information from us regarding the commission we have received.

12 Our fees

- 12.1 We may charge administration fees associated with arranging and servicing insurance.
- 12.2 We provide details of all our fees prior to incurring liability to pay, or before conclusion of contract, whichever is earlier.
- 12.3 Our fee disclosure extends to all fees that may be charged during the life of a policy.
- 12.4 We charge fees associated with arranging insurance for the following services:

12.4.1 Clients

We charge an administration fee of £40 to create or reinstate each client entity. (A “client entity” is one person or persons insured under a policy, whether an individual, a group of individuals or a company.) You will be liable for this fee on agreement to start cover for the first associated risk. This fee will also apply to returning clients whose previous policies have all lapsed or been cancelled; and

12.4.2 Risks

Risk inception: We charge an administration fee of £40, per risk, to create, incept and administer each risk, except for mid-term adjustments; and

Renewing or re-broking risks: We charge an administration fee of £40, per risk, to renew, re-broke and administer each risk; and

Portfolio/ multi-risk client management: We charge an annual administration fee of £40, per client entity, to manage and administer a multiple risk portfolio. You will be liable for this fee on agreement to incept, renew or re-broke multiple risks that have a common renewal date. Otherwise you will be liable for this fee when you incept, renew or re-broke an additional risk, that does not have a common renewal date to an earlier incepted risk, which becomes part of a multi-risk client portfolio.

12.4.3 Non-consumers

Each risk inception: We may charge supplementary fees associated to arranging and servicing products.

12.5 We charge fees associated with servicing insurance for the following:

12.5.1 Mid-term adjustment processing: An administration fee of £20, per risk, to process and administer each mid-term adjustment or a combination of adjustments if these are to be processed at the same time; and

12.5.2 Effecting cancellation: An administration fee of £20, per risk, to process and administer cancellation. We do not charge cancellation fees for the following policies: Excess Insurance, Legal Expenses, Travel Insurance and Breakdown Insurance.

12.6 We do not normally credit or refund any proportion of our fees. We do however reserve the right to waive our fees at our total discretion.

12.7 By using our services you will be liable for all the fees for the services we provide in accordance with the terms in section 12.

13 Complaints

13.1 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.

13.2 To make a formal complaint against us:

13.2.1 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

13.2.2 if you remain unsatisfied ask us to escalate your complaint to our Client Services Manager or make contact directly.

13.3 We will deal with a complaint impartially and with the skill and care that you would expect from a leading service provider. We:

13.3.1 aim to resolve complaints by the close of the next working day, providing your complaint was received on a working day; and

13.3.2 if we are unable to resolve your complaint in accordance with 13.3.1 we will ask you to send your complaint in writing, unless you have already done so.

13.4 Upon receipt of written complaints we will:

13.4.1 acknowledge your complaint in writing within 5 working days of receipt;

13.4.2 provide you with details of the person dealing with your complaint;

13.4.3 keep you informed of the progress of the measures being taken for the complaint's resolution;

13.4.4 write to you within 8 weeks with our final response.

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

Emma Parker – General Manager
First Point Insurance Management, Talavera
Court, Darnell Way, Northampton NN3 6RW

Telephone: 01604 498885
e-mail: complaints@firstpoint.co.uk

13.6 If we 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

14 Limited warranties

14.1 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.

15 Limitations and exclusions of liability

15.1 Nothing in these terms and conditions will:

15.1.1 limit or exclude any liability for death or personal injury resulting from negligence;

15.1.2 limit or exclude any liability for fraud or fraudulent misrepresentation;

15.1.3 limit any liabilities in any way that is not permitted under applicable law.

15.2 The limitations and exclusions of liability set out in this Section 15 and elsewhere in these terms and conditions:

15.2.1 are subject to Section 15.1; and

15.2.2 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.

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

15.4 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.

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

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

16 Variation

- 16.1 We may revise these terms and conditions from time to time.
- 16.2 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.

17 Assignment

- 17.1 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.
- 17.2 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.

18 Severability

- 18.1 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.
- 18.2 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.

19 Third party rights

- 19.1 These terms and conditions are for our benefit and your benefit, and they are not intended to benefit or be enforceable by any third party.
- 19.2 The exercise of the parties' rights under these terms and conditions is not subject to the consent of any third party.

20 Entire agreement

- 20.1 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.
- 20.2 Section 15.1 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.

21 Law and jurisdiction

- 21.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 21.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.