

## Bode Insurance Solutions Limited Terms of Business

### Regulation

We, Bode Insurance Solutions Limited, of Crowthorne House, Nine Mile Ride, Wokingham, RG40 3GZ, are authorised and regulated by the Financial Conduct Authority (FCA) to advise on and arrange general insurance products. Our FCA register number is 313541 and you can check this on the FCA's register by visiting the FCA's website [www.fca.org.uk/firms/financial-services-register](http://www.fca.org.uk/firms/financial-services-register) or by contacting the FCA on 0800 111 6768.

### Our service to you

For tenants' insurance, we will not provide you with advice or personal recommendations. This means that information will be provided to you and you will then need to make your own choice about how to proceed and ensure that the policy is suitable for your needs. If you speak to one of our administrators about taking out, amending or renewing your policy, we will not provide you with advice.

For landlords' insurance, we will not normally provide you with advice or personal recommendations. This means that information will be provided to you and you will then need to make your own choice about how to proceed and ensure that the policy is suitable for your needs. However, there may be circumstances where we may provide advice or a personal recommendation when arranging your insurance cover, including helping you with any ongoing changes you have to make.

#### The capacity in which we are acting

Sourcing a suitable Policy:	We act as your agent
Placing the insurance:	We act as your agent
In the event of a claim:	We act as your agent

### Conflicts of Interest

We are an insurance intermediary and will act on your behalf in arranging your insurance. However, in certain situations we may act for or owe a duty of care to other parties. We will inform you when these circumstances occur, so you will be aware of any possible conflict, and can decide what action you want to take.

### How we made our selection

In regard to Tenants Insurance and Emergency Repairs Service (ERS) insurance we offer cover from a single Insurer, Trafalgar Insurance Company Limited.

In regard to Landlords Insurance, we only arrange cover from AGEAS for this type of business.

## Disclosure of information

### For tenants

Any information, statement or answer provided by you to us, or your insurer, is your responsibility. You must take reasonable care not to make misrepresentations when providing information or answering insurer's questions. If you are careless in the information you provide, or you deliberately misrepresent the facts:

- this may then render your insurance void from inception (the start of the contract); and/or
- allow the insurer to repudiate liability for a claim (entitle the insurer not to pay your claim or only pay part of the claim).

You are advised to keep copies of all the documentation we and your Insurer send to you and you should also retain any documentation you send to us or your Insurer. If you are not clear on your responsibility to disclose information or if you have any questions generally regarding this please contact us. Our contact details are included in this document.

Please note that the requirement for you to provide correct information applies not only at commencement and renewal of your policy, but also at any time during the period of insurance.

### For landlords

1. Where the insurance is arranged wholly or mainly for the purposes of your trade, business or profession then you have a duty of "fair presentation of the risk". This means that you must:-

- Disclose to us and the insurers every material circumstance that you know or ought to have known, this includes information that can be revealed by a reasonable search of information available to you including information held within your organisation including senior managers;
- Provide the insurer with sufficient information to put a prudent insurer on notice that it needs to make further enquiries into those material circumstances.

A material circumstance is one which may influence the insurers decision to cover a risk and/or the terms that are applied. Examples of material circumstances include but are not limited to criminal convictions, non-standard construction of property, previous claims history.

This requirement not only applies at commencement and renewal of the policy but also at any time during the period of insurance.

### Awareness of policy terms

We strongly advise you to carefully read all policy documents that we send to you, as it is these documents, including the policy, schedule and any certificate of insurance that set out the details of cover that you have in place. If you have any concerns or questions about the documents or the policy terms and conditions generally, please contact us as soon as possible.

### Charges and Fees

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.

We will provide details of any commission earned to landlords on request.

If you are a tenant and want to pay your tenants insurance premium monthly, we will charge you an additional amount of £1.95 per month over and above the premium amount to cover our administration costs. Details of this charge will be shown in your quotation and in the documentation we send to you.

If you are a landlord and want to pay your landlords insurance premium monthly then a charge may be made but this will be discussed with you before you agree to go ahead or incur any liability.

We do not charge fees for making changes to your policy. If you cancel your policy we will charge an administration fee of £10. This will be deducted from any refund which may be due.

None of our staff receive any payments dependent on achieving sales targets.

## Client Money

Client money is money we receive and hold on behalf of our clients over the course of our relationship, or money we treat as client money in accordance with the client money rules. We hold client money separate from our money as agent of the insurer in a non-statutory trust bank account. This means we are entitled to and may use client money held on behalf of one client to pay another client's premium before the premium is received from that other client and pay premium refunds to another client before we receive payment from the insurer. However, we are not entitled to use client money to pay commissions before we receive the relevant premium from that client. If you do not wish us to hold your money in a non-statutory trust bank account, please let us know.

Any interest we earn on any money held in the non-statutory bank account will be retained and will not be passed on to you.

If we do not hear from you to the contrary, we will assume you consent to us handling client money in this way.

## Customer satisfaction information

It is our intention to provide our clients with excellent service at all times. However, should you have cause to complain please contact Mr Charles Foster, either verbally or in writing, who will take the details of your complaint. Charles contact details are as follows:

Mr Charles Foster  
Bode Insurance Solutions Limited  
Becket House  
6 Littlehampton Road  
Worthing  
BN13 1QE  
Telephone number: 01903 890062  
Email: [cfoster@bodeinsurancesolutions.co.uk](mailto:cfoster@bodeinsurancesolutions.co.uk)

We will acknowledge your complaint in writing within three working days and we will advise you of who will be handling the complaint. We will try to resolve your complaint as quickly as possible but if our investigations take a while to complete we will provide a full response within 8 weeks or explain our position and provide timescales for our full response.

If you are not satisfied with our full response you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS), which is an independent complaints resolution service.

## Cancellation Rights

We will give you the information you need so you can make an informed decision before you make a final commitment to buy your insurance policy. Tenants will have fourteen days from the date they receive the policy documentation or the start date whichever is the later to change their mind and cancel the insurance contract.

Landlords insurance policies may include cancellation rights.

## Claims

In the event of an incident which could give rise to a claim, you must tell us as soon as possible. If you do not inform us in a timely way, the Insurer may refuse to deal with your claim or reduce the amount that you receive from them. We do not have the insurers authority to pay claims, but we will act as your agent in regard to a claim, which means we can provide assistance in submitting and processing your claim.

## Privacy Notice

We are committed to ensuring that your privacy is protected. Our Privacy Policy sets out details of the information that we may collect from you and how we may use that information. Full details of the policy can be viewed on our website. Please ask us if you would like us to send you a copy of our Privacy Policy.

## Renewal

The information you have provided to us on inception of your Policy and to date is the information on which your insurance cover is based. Renewals are invited on the presumption that there have been no changes in the information you have provided or the property insured. It is important that you check that the information you have given us is up to date and complete. You should contact us immediately if there have been changes in the information and values to be insured so that we can inform the Insurer and ensure that the renewal of your Policy is based correctly on the up to date information and risk.

Failure to notify us or your insurer of any significant changes in the information you have provided may lead to your policy being cancelled or your claim being rejected or not fully paid.

If we select an alternative insurer for your risk, due notice of the change will be given to you at the renewal of your policy and you will have the opportunity to decide if you want to continue with the insurance cover at that time.

## **Termination**

You may cancel these Terms of Business with us at anytime by confirming this in writing to us. If you do so, we will continue to be entitled to receive any commission and administration fee whilst the policy remains in force.

## **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). FSCS provides compensation, subject to the type of business and circumstances of the claim, where the company is not able to meet its obligations. Insurance arranging is covered for 90% of the claim, without any upper limit. Full details are available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk).

## **Law and Jurisdiction**

These Terms of Business shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **Contact details**

You can contact us by telephone on 01903 890044 or by email to [info@bodeinsurancesolutions.co.uk](mailto:info@bodeinsurancesolutions.co.uk). If you would like us to phone you please email us with your contact details and we will call you.