

**Important Reading:**

Regarding regulated business, please read in connection with the documents “Key Facts about our Services” and any fee agreement that we issue

**Commencement of terms of business**

These terms of business will commence on the date of their receipt.

**Regulation & Status**

SwiftAssure Ltd is an appointed representative of Chase Templeton Limited of Suite 16, Blackburn Enterprise Centre, Furthergate, Blackburn, BB1 3HQ, which is authorised and regulated by the Financial Services Authority. Chase Templeton Limited’s FSA Register number: 311612. You can check this on the FSA’s Register by visiting the FSA’s website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

**Ownership & Links**

Chase Templeton Limited is a wholly owned subsidiary of Chase Templeton Group Limited who also wholly own 1U Ltd., a provider of a range of protection insurances, whose policies maybe recommended, where suitable.

**Financial Objectives (Demands & Needs)**

Following the issue of these terms, any subsequent advice or recommendation offered to you will be based on your stated objectives (demands & needs), acceptable level of risk and any restrictions you wish to place on the transaction. Details of your stated objectives will be included in the insurance demands & needs statement. We will issue these to you to explain and confirm the basis of our recommendations and point out any key advantages.

There may be exceptions to this, for example, business transacted on a non-advised or execution-only basis (directly on your instructions whereby you will not have requested nor received advice, or where pre-prepared questions are used to determine the product and provider) or on a restricted advice basis (where our recommendations were restricted by the fact that not all relevant information was made available).

If these situations exist, we will make it clear to you in any subsequent correspondence; however, you will appreciate that our responsibility to you will be limited accordingly.

**Annual Renewals**

Prior to renewal of your policy, you will receive a renewal documentation pack in respect of your policy. If you take no further action on receipt of the renewal pack and premiums are paid and up to date, then any policies in place will renew on the terms outlined in the renewal documentation (which you will receive in advance of the annual renewal date).

However, you should be aware that any annual renewal constitutes a new contract with the insurance provider and you will be entering into this new contract on a non- advised basis having received no advice from SwiftAssure Ltd. This will be reflected in our ‘Key Facts about our Services’ and Demands and Needs statement issued to you following renewal.

**Accurate Disclosure of All Material Facts**

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy, and when you renew your insurance. It is important that you ensure that all statements you make on proposal forms, claims forms and other documents are full and accurate.

Please note that if you fail to disclose any material information to your insurers, this could invalidate your insurance cover and could mean that part or all of an insurance claim may not be paid.

Making false, misleading or inaccurate declarations to secure a policy is a criminal offence and may lead to prosecution of the applicant and/or imprisonment. The applicant and/or financial adviser may also face civil action for recovery of any losses that the insurer incurs. If you are in doubt as to whether a fact is material or not you should disclose it.

Your attention is particularly drawn to the importance of the Declaration and signature on insurance proposal forms.

**Services / Restrictions**

Please see our “Key Facts about our Services” document which explains the services available. Please note that some of the services we provide are not currently regulated by the FSA.

**Payment for Services**

Please see our “Key Facts about our Services” document which explains the options available.

**Commission Payments**

SwiftAssure Ltd retains rights to all initial, and renewal commissions payable in respect of business transacted for you, and you shall not permit or suffer payment of such commission to any other party after termination of your instruction to us.

**Client Instruction**

We prefer that any instructions be given in writing. If any advice, request for instruction or instructions are given verbally, then they must be confirmed in writing, to avoid possible disputes. We may refuse at our discretion to accept certain instructions, although such discretion will not be exercised unreasonably.

**Conflicts of Interest & Material Interest**

Occasions can arise where we, or one of our other clients, may have some form of interest in business which we are transacting for you. If we become aware that our interests or those of one of our other clients conflict with your interests, we will inform you and obtain your consent before we carry out your instructions.

**Receiving Payments from Clients**

**SwiftAssure Ltd does not handle client monies.** We never handle cash or accept a cheque made out to us.

Crossed cheques should only be made payable directly to the insurance company.

You should decline to give any money to, or write cheques payable personally to an individual adviser. Individuals who represent SwiftAssure Ltd are **not** to handle client money and any receipt by them personally of such a payment from you will **not** be regarded by us as being a transaction for which we will have any responsibility.

**Complaints Procedure**

The firm maintains an internal written complaints procedure, details of which are available upon request. If you have a complaint (whether verbal or written), about us, or a service we have provided, this should first be directed to our complaints officer at the address shown in our “Key Facts about our Services” document. We promise to deal with your complaint in a fair and objective manner.

Should you not be satisfied with our final response, you may refer the matter to the Financial Ombudsman Service, except in the case of commercial customers with a group turnover of €2m or more, or trustees with a net asset value of €2m or more. (Terms apply)

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 insurance, size of the business (if a commercial customer) and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

**Introductions**

There will be occasions when clients are introduced to us from third parties, for example accountants or solicitors. Under such circumstances, we may rebate part of the commission we receive back to the introducer as payment for making the introduction. The responsibility for disclosing this payment will be with the introducer.

**Cancellation Rights (New Policies)**

**Retail Customers** - Detailed in your policy document are your rights to cancel your insurance under what is commonly known as a ‘cooling off period’. Depending on the type of policy you have purchased, you may be entitled to cancel within 14 or 30 days of

either conclusion of the contract or receiving your policy documentation, whichever occurs later. For policies under 1 month duration (such as travel policies) there is no right to cancel. Please check your policy Terms and Conditions for full details of your cancellation rights under the policy.

**Commercial Clients** - For Commercial Clients, cancellation rights are determined by the type of insurance contract and the cancellation clauses specific to that contract. Any rights to cancel will be detailed in the policy documentation provided by the insurer.

#### **Cancellation of Existing Policies**

If you are replacing existing policies with cover from a new insurance provider, then it is incumbent on you to ensure any redundant policies are fully cancelled. This includes the need for you to cancel any Bank Direct Debit Mandates that may be in place. SwiftAssure Ltd and Chase Templeton cannot be held responsible for any overpayments made by you due to non-cancellation of these redundant policies.

#### **Termination**

Termination is without prejudice to any transactions already initiated, which will be completed according to these terms of business unless otherwise agreed in writing. You may terminate your instructions to us at any time. We reserve the right to require such termination to be in writing. We may terminate this agreement by giving you a minimum of fourteen days notice. No penalty shall be payable on any termination but we shall be entitled to remuneration for work undertaken prior to such termination. Any such termination shall be subject to completion of any transactions which are in progress at that time.

#### **Additional Information : Distance Communications**

Where you are likely to do business with us at a distance i.e. we communicate exclusively by telephone, post, email or fax then it is very important that you read the following points:

- The firm will provide you with a service as detailed in our Terms of Business and "Key Facts about our Services" documents. (Please read carefully).
- Please take care to read the warnings issued in this document and any provider literature. If you are unsure then please ask us to explain in more detail.
- The firm does not place any specific limitations on the period for which the information provided remains valid. If you are unsure if something still remains valid then please ask and we will clarify.
- Please see our "Key Facts about our Services" document which sets out how we will charge for, and deliver our service.
- This contract will exist until terminated by either party.
- The provisions of this Agreement and the relationship created by it shall be governed by English Law and subject to the exclusive jurisdiction of the English Courts.
- This contract is supplied in English Language and will be communicated in English Language.
- Any cancellation provisions are detailed in the provider product literature.

#### **Records & Data Protection Act 1998**

Under the Data Protection Act 1998 [DPA 1998], you or your appointed agent, have a right to inspect computer (and certain manual), records relating to yourself and your transactions through ourselves and where appropriate have it corrected or deleted. All such requests for information must be referred to the Data Protection Officer.

As we treat all our clients' records as confidential, we reserve the right to give you copies of your records, where in certain circumstances to release the original would compromise other clients' confidentiality or where access to your data is necessary to protect your privacy. You do not have the right to demand access to data for any other purpose.

So that we may fully understand your circumstances and requirements, SwiftAssure Ltd will need to collect information about you, which we will hold as Data Controllers under the DPA 1998. SwiftAssure Ltd will use this information to analyse your current and future financial needs so that we can ensure that any subsequent advice is suitable to your particular circumstances.

You agree that SwiftAssure Ltd may, on occasions, use your personal details or share your information with other carefully selected organisations, so that they, or we, can inform you of other products and services which may be of interest, either by telephone, post, or other appropriate methods. Our regulator – the FSA – requires us to keep records of our business transactions for minimum periods of time depending on the transaction type. However, we will not keep records longer than is necessary.

Where other companies and / or third parties provide services to SwiftAssure Ltd, then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions, such as processing business and obtaining compliance and regulatory advice, you are aware that sensitive personal information (for example - health details), held by us may be disclosed on a confidential basis to such companies. You also agree that for the purposes described above your data may be transferred to countries outside the European Economic Area (EEA).

#### **Authority to receive updates and information on new products and services.**

You are giving authority to receive telephone calls and other appropriate forms of contact relating to other products and services which may be of specific interest. You agree to your consent lasting for a period of 5 years at which point we will look to review the situation. If at any point you wish to cancel this consent you can simply inform us in writing or by telephone and we will alter our records accordingly.

We shall only contact you during working hours. We will not however, contact you at times or places when or where you have advised us not to make such contact.

#### **Law**

The provisions of this Agreement and the relationship created by it shall be governed by English Law and subject to the exclusive jurisdiction of the English Courts.

## **YOUR CONSENT TO THESE TERMS**

**By taking out the arranged contract and not cancelling, you are consenting to these terms and giving your authority to receive updates and information. You hereby authorise the holding of your information and transfer of information between such third parties when warranted, as described above, on a confidential basis. You also authorise SwiftAssure Ltd and Chase Templeton to act on your behalf.**

**If you are unhappy with any aspect of these terms or wish clarification on any aspect please contact SwiftAssure Ltd on 01458 830676 or Chase Templeton on 01254 504910 or call in to our office to discuss.**

Note: If you change your mind, in the future, and decide you **no longer wish** to receive marketing information from us, or for us to disclose information about you to other parties for marketing purposes, simply tell us when you next call, or write to us.