

Family First

WITH FAB ASSURANCE

Terms of Business

Accepting our Terms of Business

This document provides important information about FAB Assurance, our services and how we will deal with you. It is important, for your own benefit, that you read these Terms of Business carefully as they will be effective from the date of receipt.

If you ask us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business and your informed consent to dealing with us in the terms outlined.

If you are not sure about any aspect of our Terms of Business or have any questions regarding our relationship with you, [please contact us at the address at the foot of this page](#).

The Financial Conduct Authority

Family & Business Assurance (Services) Limited ("FAB") is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 541049. FAB Assurance, and Family First are trading names of Family & Business Assurance (Services) Limited, and can be found on the Financial Services Register.

FAB is permitted to advise on, arrange and introduce non-investment insurance contracts. You may check this on the Financial Services Register by visiting the FCA's website www.fca.gov.uk/register or by contacting the FCA on 0800 111 6768

Our service to you and the products we offer

FAB advises corporate firms on Business Protection. In regulatory terms, we will classify you as: a Commercial Customer.

FAB offers products from a range of Insurance Companies.

The advice we give you will be based on our assessment of your needs and any instructions you give us. You will be given a protection review in writing which will give you advice and explain how our advice meets your needs.

The advice we give is based on our understanding of HMRC practice at the time we give advice. HMRC practice and tax legislation can change in the future. We advise you to seek professional tax advice on any specific issues you may have.

Once we have completed a specific insurance contract, no further advice will be given unless it is requested by you or we have an agreement to provide periodic reviews.

We may call on you at intervals to review your requirements. These calls will be Monday to Friday during working hours, or at a time you specify.

We will retain copies of all your written instructions, together with any relevant documentation, for at least six years.

Complaints and Compensation

We aim to provide you with a high level of customer service at all times but, if you are not satisfied, [please contact us in writing at the address above](#), by phone on 0131 624 1301 or by e-mail at info@fab-assurance.com

When dealing with your complaint we will follow our complaint handling procedures; a summary of these procedures is available on request. If you are still not satisfied after we have investigated your complaint, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS) if you are eligible to do so (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding £2 million, charities with an annual income of under £1 million and trustees of a trust with a net asset value of under £1 million). For further information you can visit FOS website www.financialombudsman.org.uk.

We are covered by the Financial Services Compensation Scheme (FSCS) for our insurance mediation activities. 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. If you are eligible to claim from the FSCS, compensation is available as follows: Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 (freephone) or 020 7741 4100 or www.fscs.org.uk.

Payment for our services

FAB will not charge a fee for our advice or ask you to repay us any costs. If you decide to take out a policy, we will be paid a commission by the Insurance Company. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

Cancellation of Insurances

The insurance policies which we advise you on will have cancellation rights, also known as a 'cooling off period'. These rights will be defined in the Policy documents you will be issued with.

Generally, you should make any request for the cancellation of a policy in writing to the Insurance Company.

Handling money

FAB will never handle your money. If you take out a policy, your premium payments will be made directly to an Insurance Company. Any policy pay-out due to a claimant will come directly from an Insurance Company.

Ending your relationship with us

You may terminate our authority to act on your behalf at any time. You can give such instructions in writing or by email. If you do not clearly terminate the relationship then FAB will email or write to you to confirm that this is your decision. In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days notice.

Valid reasons may include but are not limited to: a. deliberate failure to comply with terms set out within these Terms of Business or insurer's documentation, b. deliberate misrepresentation, c. non-disclosure or d. attempted fraud.

Your Responsibilities

You are responsible for answering any questions in relation to any proposal for insurance cover honestly and to the best of your knowledge, and for providing complete and accurate information which the Insurance Company will require. This is important before taking out a policy but also if you make any amendment to your policy (if the terms of the policy allow). If you fail to disclose information, or misrepresent any fact which may influence the Insurer's decision to accept the risk, this could invalidate the policy and mean that claims may not be paid. You must check all details on any proposal form and pay particular attention to any declaration you may be asked to sign.

It is important that you read all insurance documents issued to you and ensure that you are aware of the covers and other terms that apply. Particular attention must be paid to any warranties and conditions as failure to comply with them could invalidate your policy.

You must inform us immediately of any changes in circumstances whilst we are advising you prior to the commencement of any policy. Changes to your financial status or the health or lifestyle of the life assured must be declared and affect the cover provided by your policy. If you are unsure about any matter, please contact us for guidance.

Credit Checks

Either FAB or the Insurance Company may use public and personal data from a variety of sources including credit reference agencies and other organisations. The information may be used to ascertain the most appropriate payment options for you and to help prevent fraud. Any credit reference search will appear on your credit report whether or not your application proceeds. If you have any questions about this or any other matter, please do not hesitate to contact us.

Unregulated Services

We will tell you if we offer you any services which are not regulated by the Financial Conduct Authority.

Claims Handling Arrangements

You should take note of the required procedures in the event of a claim, which will be explained in the policy documentation. Generally, insurers require immediate notification of a claim or circumstances which might lead to a claim.

Use of Personal Data

The information you provide to us is subject to the Data Protection Act 1998 (the Act). We ask for this information so that we can advise you and we will process any personal information we obtain in the course of providing our services to you in accordance with the Act. We may also transfer it to an Insurance Company when applying on your behalf for a

protection policy, or to service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements (e.g., the FCA). We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to its being processed by us in arranging your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data. If at any time you wish us to cease processing any of the personal data or sensitive personal data we hold, then please contact The Data Protection Officer at info@fabassurance.com or in writing to 43 Charlotte Square, Edinburgh, EH2 4HQ.

Conflicts of Interest

Occasions can arise where we, or one of our clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Force Majeure

We will not be in breach of these terms if there is a failure to perform due to any circumstances reasonably beyond our control.

Governing Law

These Terms of Business are governed by and shall be construed in accordance with Scottish Law and the parties shall submit to the exclusive jurisdiction of the Scottish Courts.

FAB Assurance

43 Charlotte Square, Edinburgh, EH2 4HQ

info@fab-assurance.com

0131 624 1301

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