

Terms of Business

1. Regulation

Spencer Hayes Group Ltd is authorised and regulated by the Financial Conduct Authority. Spencer Hayes Group Ltd's Financial Services Register Number is 649816. These details can be checked on the Financial Services Register by visiting the FCA website <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768. The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you. This Terms of Business comes into force on the date you receive it from us and will remain in force until you are provided with revised terms.

2. Our Identity

Spencer Hayes Group Ltd, Suite 9a, New Hall Hey Business Centre, New Hall Hey Road, Rawtenstall, Lancashire, BB4 6HL

3. Our Service

In arranging insurance we act as an independent intermediary on behalf of our customers and will carry out a fair and personal analysis of the market on your behalf. Our service and permitted business includes advising you on your insurance needs and making a personal recommendation, arranging your insurance cover with Insurers to meet your requirements and helping you with any on going changes you have to make. We can also assist you with making a claim. We will give you full details of any such arrangements before you make any commitment on any product we recommend.

4. Disclosure

It is your responsibility to provide complete and accurate information to us and Insurers when you take out an insurance policy, throughout the life of the policy and when you renew, vary or amend your insurance. Failure to do so, or any inaccuracies in information given, could result in your insurance being invalid or cover not operating fully. If a form is completed on your behalf, you should check that the answers shown to all questions are true and accurate before signing the document. You are advised to keep copies of any correspondence you send to us or direct to your Insurer. Consumer Disclosure - Consumers are customers who are 'not' acting for the purposes relating to a trade, business or profession. It is important that you ensure all statements you make on Proposal Forms, Claim Forms and other documents are true, full and accurate. Commercial Disclosure - Commercial customers are customers who are acting for the purposes relating to their trade, business or profession. You have a duty to disclose all material facts that is known or ought to be known by the policyholders senior management, or those responsible for arranging the insurance. This allows us to provide the Insurer with a fair presentation of all material circumstances so that they can determine whether to take the risk and, if so, on what terms. Specific to Motor Insurance, you are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a certificate of Motor Insurance. Please note that under the Rehabilitation of Offenders Act 1974, you are not required to disclose convictions regarded as spent.

5. Confidentiality & Data Protection

We take protecting our customers data very seriously and abide by the rules of the General Data Protection Regulation (GDPR). Please refer to our Privacy Notice for information on how we hold and process your data.

6. Motor & Home anti fraud registers (applicable to consumer clients only)

Insurers share information with each other via the claims and underwriting exchange register and the Motor Insurers Antifraud and Theft Register, to aid the prevention of fraudulent claims. In the event of a claim, the information you supply on the claim form, together with any other information relating to the claim will be put on the registers.

7. Motor Insurance Information Centre (MIIC)

Insurers are legally required to provide details of Motor Insurance policies to the MIIC. The information describing your insurance cover will be added to the Motor Insurance Database (MID), to which the police and other government agencies have access. This helps the pursuance of claims following accidents and aids detection of those who are in contravention of the law by not taking out insurance.

8. Complaints

It is our intention to provide you with a high level of customer service at all times. If there is an occasion when we do not meet these standards and you wish to register a complaint, please write to the Complaints Officer at Spencer Hayes Group Ltd, Pennine Business Park, Pilsworth Road, Heywood, OL10 2TL or telephone 0161 711 0304. If following the subsequent investigation and response you are still not satisfied you may contact the Financial Ombudsman Service www.financial-ombudsman.org.uk.

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Registered in England & Wales No: 08387569

Head Office

Suite 9a
New Hall Hey Business Centre
New Hall Hey Road
Rawtenstall,
Lancashire
BB4 6HL

Registered Office

Library Chambers
48 Union Street
Hyde
Cheshire
SK14 1ND

9. Cancellation Rights (the mediation contract)

You are entitled to a period of reflection during which you may decide whether to proceed with the purchase of the contract. The duration of this cancellation period is 14 days and commences from either:-

1. The date of conclusion of the contract; or
 2. The date on which you receive the full terms of the contract detailing the full contractual terms, conditions and information of the contract;
- Whichever is the later.

To cancel the contract within the cancellation period, please write to us at the above address. If you do not cancel the contract within the cancellation period, you may be charged a proportion of any of our fees that you have incurred. If we wish to cancel this contract for whatever reason, we shall write to you at the last known address we have for you on our records. If you decide to cancel the contract with us at any time other than during the cancellation period, we will retain in full any fees you have paid.

10. Premium & Financial Aspects

In order to be able to offer you credit facilities, we hold the necessary credit broking permission under the FCA. We accept payments by cheque, bacs payment and by debit or credit card. We may be able to spread your payments through Insurer's instalment schemes, a credit scheme with a third party finance provider or a facility we have arranged ourselves. If you choose to spread your payments through one of these methods we may receive additional earnings for the setting up and administering of such arrangements. We will give you full information about your payment options when we discuss your insurance in detail.

We may keep certain documents, such as your insurance policy documents or certificate, whilst we are waiting for full payment of premiums. In the circumstances, we will ensure that you receive full details of the insurance cover and will provide you with any documents that you are required to have by law.

Risk transfer

Premiums that we collect from you are held in an insurance broking bank account, specifically used for the purpose of holding client premiums. By virtue of agreements we hold with Insurers, we collect premiums as agent of the Insurer. Therefore, once we have collected premiums from you, under the terms of our agreement with Insurers, those premiums are treated as having been paid to the Insurer. We will remit the premiums to Insurers after deductions of our commission, in accordance with the terms of our agreement with Insurers.

Earning Interest on Customer Premiums

We hold premiums that you pay to us in a Client Money Bank Account. Under FCA Regulations we have to inform you that we may earn interest from the money held in our Client Money Bank Account which may exceed £20 for any one transaction that you make with us. Our policy for the payment of interest is not to calculate and repay to customers the interest that we have received on premium held prior to settlement with the Insurers. By accepting these Terms of Business, you are giving your consent for us to act in the manner described in this section.

11. Return Premiums

Return premiums usually arise if an insurance risk is reduced or a policy cancelled. On a return premium we repay commission on the amount to your Insurers and this will be deducted from the final amount due to you. If a policy is cancelled, we will refund any return premium due (after deduction of the commission and our charge if applicable).

12. Quotations

All quotations are subject to change in respect of the amount of premium indicated and/or the Terms and Conditions that are applied.

13. Policy Terms, Conditions & Warranties

You should read through all policy terms, conditions and warranties shown on your policy documentation. Please ensure you understand them and are able to follow their requirements exactly. If not, please advise us immediately as a breach of any Terms, Conditions or Warranties may enable your Insurers to terminate your policy from the date of that breach and/or repudiate a claim under your policy.

14. Means of Providing Information

All information we provide will be made clear and accessible to you. You will also be given the choice to receive the information in paper format, free of charge. If you would like a paper copy at anytime then please let us know. At renewal we will rely on your existing choice.

15. Renewal Premiums paid by instalments

In good time before the renewal of your policy, we shall contact you with the renewal premium and terms for the coming year. If you have not contacted us before the renewal date, we shall renew the policy automatically on your behalf. If you do not wish to renew the policy, please let us know as soon as possible in writing. We should also advise you to cancel your Direct Debiting instruction with your bank prior to the renewal date. If it is your intention to renew the policy, no action is required by you and the policy will renew automatically.

16. Policy Fees/charges

We may, at our discretion, charge a fee to cover our administration costs in the following circumstances: policy commencement, at renewal, mid term adjustments or duplicate documents. Any fee charged will be agreed with you prior to the aforementioned occurring and confirmed in writing. Fees are payable within 10 working days of receipt of the invoice.

17. Other Taxes & Costs

Other taxes or costs, or both, may exist in relation to the products and services offered by us which are not paid through, or imposed, by us.

18. Commission Withdrawal

Insurers pay us a percentage of the annual premium as a commission. If you would like to know the amount of commission we receive in respect of your insurance contract, this information is available on request. We shall only withdraw commission after we have received the premium from you, and in accordance with FCA regulations and agreements that we hold with insurers.

19. Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. 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. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

Where the claim is in respect of a relevant omission on a Professional Indemnity Policy, then 100% of the claim is covered. A relevant omission is where the firm has not passed the premium on to the Insurer or passed claim payments onto the policyholder or otherwise not taken steps and caused a contract not to be effected by the Insurer. Further information about compensation scheme arrangements is available from the FSCS.

20. Governing Law

This agreement shall be governed by the laws of England and Wales and the parties agree herewith that any dispute arising out of it shall be subject to the (non) exclusive jurisdiction of the English Courts.