

Our Terms of Business



Who are we?: Banner Financial Services is a trading name of Harrison Beaumont Insurance Services Ltd who is authorised and regulated by the Financial Conduct Authority. (FCA Registered Number 303968) Registered Office: Globe House, 24 Turret Lane, Ipswich, Suffolk, IP4 1DL. Registered in England & Wales, registration number 4582221. You can check this on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or call on 0800 111 6768 (free phone) or 0300 500 8082 from the UK, or +44 207 066 1000 from abroad. They are open Monday to Friday, 8am-6pm, and Saturday 9am-1pm.

Banner Financial Services permitted business is advising and arranging General Insurance.

About Our Service: You will not receive advice or recommendation from us. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

We only offer products from Brit Syndicates Ltd, on behalf of certain underwriters at Lloyd's, for our travel insurance.

From time to time we at Banner Financial Services may decide to change the insurer for any of the insurance products we offer. In such circumstances, we will write to you before your current insurance expires with details of the new proposed insurer and any other changes to the insurance. To ensure that your insurance continues without a break in cover you are considered to have authorised us to change insurer by accepting these terms and continuing with the insurance. When such a change occurs, we have the right to transfer your data to any new proposed insurer and your consent to receiving its offer of insurance for consideration. Your cancellation rights are not affected.

Fees: An administration fee of £5, reduced to £2 if the policy is purchased online, is charged on all policies.

Insurance Premium Tax: Where applicable, the premium we quote will include Insurance Premium Tax at the current rate of 20% for travel insurance.

Validity Period: Our quotations are valid for thirty days or until the date you request cover to start, whichever is sooner.

Claims: We handle non-emergency claims on behalf of the insurance company. When you tell us about a claim we will take your name, address, policy number and enough detail about the claim to decide how best to proceed

Your Responsibilities: You must take reasonable care to provide complete and accurate answers to the questions we ask. Please ensure you have read the policy summary carefully to see if they apply to your circumstances.

You must advise us if:

- You or any other person insured on the policy has ever has insurance declined or special terms added.
- You or any other person insured on the policy has in the past 5 years consulted, attended or been examined by a doctor or other practitioner.
- You or any other person insured on the policy have had any incidents in the last three years that resulted in damage to property, items being stolen or injury to yourself. You should include these incidents whether or not you made a claim.
- You or any other person insured on the policy have any unspent convictions. A "spent conviction" is a conviction which, under the terms of the Rehabilitation of Offenders Act 1974, can be effectively ignored after a specified amount of time. If, however you have received a prison sentence of four years or more, your convictions will never become spent.

If any of the information provided by you changes after you have purchased the policy and during the period of the policy then you must provide us with details. If the information provided by you is not complete and accurate:

- Your policy may be cancelled or treated as if it never existed and as a result the insurer will refuse to pay all or part of any claim or
- The insurer may revise the premium, and / or change any excess and / or the extent of cover.

Policy cancellation: You will receive a refund of any premium paid subject to a charge for the period of cover you have already received and subject to no claim having been made or notified to us.

Voicing your concerns: If you are not happy with any aspect of our service, we will aim to resolve the issue as quickly as possible.

Step 1: Let your usual point of contact know:

We need to know the nature of your complaint and how you think the problem should be resolved. You can do this by:

- Telephoning us on 0345 450 8549 or by using the phone number shown on any of our letters; or
- Writing to our Customer Service Department, Globe House, 24 Turret Lane, Ipswich, Suffolk, IP4 1DL.

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We will try to resolve your complaint by the end of the next business day. If we're unable to do this, we will write to you within five working days to either:

- Tell you what we've done to resolve the problem; or
- Acknowledge your complaint and let you know when you can expect a full response. We will also let you know who is dealing with the matter.

We always aim to resolve your complaint at this stage. In any event we will respond to you with our decision within 2 weeks, or 4 weeks if your complaint is more complex. We will write to you within 2 weeks explaining our need for a longer period of investigation if necessary.

Step 2: Escalation

Should you remain dissatisfied, you may if you wish, refer your complaint to Lloyd's, who will investigate and assess this complaint. Lloyd's contact details are as follows:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Web: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

Ultimately, should you remain dissatisfied with Lloyd's final response, you may, if eligible, refer your complaint to the Financial Ombudsman Service (FOS). FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can reach FOS at:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Telephone: 0800 0234 567 (normally free for land line users), or 0300 1239 123 (charged at the same rate as 01 or 02 numbers on mobile phone tariffs)
Web: www.financial-ombudsman.org.uk
The FOS opening hours are: Monday to Friday – 8am to 8pm; Saturday – 9am to 1pm

Governing Law and Jurisdiction: All quotations and policies that we obtain for you are subject to the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales unless your policy document states otherwise.

Contracts (Rights of Third Parties) Act 1999: Your instruction to us to set up an insurance policy on your behalf forms a contract between you and your insurer. This insurance does not give rights to any person other than you unless your policy document states otherwise

Language: During the term of any insurance policy we set-up for you we will communicate with you in English

Compensation: Banner Financial Services is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Banner Financial Services cannot meet its obligations. This will depend 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.

Client Money: Where we act on insurers' behalf we shall hold money as insurer money. Premiums received by us will be treated as having been received by the insurer whereas claims payments and/or premium refunds will only be treated as having been received by you when they are actually paid to you. We may co-mingle Insurer Money with Client Money where permitted by the FCA to do so.

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Use for Marketing Purposes: We may use, analyse and assess information held about you to give you information about other products and services offered by us and selected third parties which we think may interest you. We may use e-mail, telephone, post or other means to do so. If you do not want us to use your information for marketing purposes please call us on 0345 450 8549

Data Protection: We may hold any personal information you give to us in relation to your request for insurance cover. We may use this information to make decisions concerning your insurance application. Your information may also be used to service any insurance cover, which may be arranged or to administer claims. For these purposes information may be passed to insurers, loss adjusters and re insurers and may involve the transfer of your information to countries that do not have data protection laws. We may need to make and keep photocopies of any documents that you may give us.

Under data protection legislation, you can ask in writing for a copy of certain personal records held about you. A charge may be made for this service.

You have agreed to provide us with sensitive data (such as details of medical conditions and convictions), which was necessary to process your insurance application. Any sensitive information you provide about another insured person will be processed by us on the basis that you gave us this information with their explicit consent and as an agent of the insured person.

If you buy a policy from us: We will keep the information you provide to us secure and private. Please note that we will only cancel your policy or change your address on your instruction. No-one else can do this on your behalf.

Passing on your Information: We may share information with selected third parties to prevent fraudulent claims and for them to assess whether they wish to offer insurance.

We may share your information with the Financial Conduct Authority and the Financial Ombudsman Service.

Your information may be shared with the Claims and Underwriting Exchange Register to help prevent claims fraud and the misrepresentation of claims histories to keep down premiums for honest policyholders. In dealing with your application for insurance, the register may be searched.

Agreement to these terms: In seeking insurance through us, you agree to the terms set out in this agreement.

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