

Totally Insured Group  
4a Abbey Walk  
Church Street  
Romsey  
Hampshire SO51 8JQ  
Tel : 0870 240 8891

# Terms of Business



**Please read this document carefully and query anything that is unclear. This is an important document as it sets out our Terms and Conditions.**

Any advice or recommendation that we offer to you, will be based on your stated objectives, circumstances and take into account any restrictions that you wish to place on the type of products you would be willing to consider.

With very few exceptions, we will confirm to you in writing the basis of our reason for recommending the products arranged on your behalf.

Your stated objectives will be reiterated in the Suitability Letter, which we will issue to you following our recommendation, along with details of any special risks associated with the product recommended. Unless confirmed in writing, to the contrary, we will assume that you do not wish to place any restrictions on the advice we give you.

## **1. Your Objectives**

We do not offer a review service with the aim of making you aware of any shortfall that you may have within your Mortgage, Protection, and General Insurance provisions and we will not detail any recommendations to you.

Full details of the products we may recommend to you including, for example, the minimum duration of the product, information on the right to cancel or whether no right to cancel arises, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

Any products we have arranged for you, will not be kept under review but we will advise you upon your request. **However, we may contact you in the future by means of an unsolicited promotion (by telephone or post) should we wish to discuss the relative merits of a particular product or service which we feel may be of interest to you.**

**Totally Insured Group IS NOT permitted to handle client money AND we cannot accept a cheque made out to us (unless it is in respect of an item for which we have sent you an invoice) or handle cash.**

There is no additional cost to you for using a means of distance communication.

## **2. Rights to Cancel**

We will inform you of your rights to cancel or withdraw from a contract with a product provider, before completing any application form. You will be reminded of these rights to cancel or withdraw in writing, prior to the completion of any transaction. We will also inform you where this right to cancel does not exist in respect of an application acted upon by a product provider prior to the completion of an application form.

The start of the cancellation period will normally begin, for pure protection policies, when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

### **3. Payment of Services – Commission**

Where remuneration is in the form of a commission payment, you agree to indemnify that commission payment to us should you for any reason, following the payment of such commission, cause that payment to be re-claimed by the product provider. The maximum amount of any such liability will be notified to you in writing and in cash terms prior to the completion of any application to which commission is attributed. This clause will not apply where you exercise your right to cancel within the cooling off period.

### **4. Client Confidentiality**

Some services are provided to Totally Insured Group Ltd by third parties such as processing business or obtaining compliance or regulatory advice, which warrant the disclosure of more than just your basic contact details. You agree that personal information held by Totally Insured Group Ltd may be disclosed on a confidential basis, and in accordance with the Data Protection Act 1998, to any such third parties. You also agree that this information may be transferred electronically, e.g. email and you agree that ourselves, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

Product Providers, Lenders and Investment Managers may administer your policy, any existing policies you may have with them and provide other services, from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of data Protection laws as the UK. However, they are required to put a contract in place to ensure that your information is adequately protected, and they will remain bound by their obligations under the Data Protection Act even when your personal information is processed outside Europe.

We will provide you with copies of any policy documents or official papers in relation to the recommendations accepted by you, that are received from a provider and that have not already been issued to you directly by the provider. In addition, any information about you that is held in safe keeping by us will be treated as confidential and will not be disclosed to any third party without your prior consent, unless the release of the information is required to be passed on by Law or the Rules and Regulations of the Financial Services Authority. All information will be held and maintained by us in accordance with the requirements of the Data Protection Act 1998. All information retained by us that relates to you will be available to you (or your agent) and copies can be provided once any written request for this information is received.

### **5. Conflict of Interests and Material Interests**

We will make you aware of any conflict of interest that may arise if we become aware that another of our clients or ourselves also has an interest in the area on which you have received a recommendation. The extent of this conflict of interest will be notified to you in writing.

### **6. Commencement of the Terms of Business**

Your agreement to engage us as your Professional Financial Adviser will be effective from the date that you sign this agreement.

### **7. Termination of Terms of Business**

This Terms of Business Agreement will remain in force until such time as it is either terminated by either party, or until you or we request that the Terms of Business Agreement be amended. Should *you* wish to terminate the Terms of Business Agreement, this can be notified to us in writing at any time. Should *we* wish to terminate the Terms of Business Agreement, this will be notified to you in writing and may be issued without notice. If at the time of cancellation we are engaged in an incomplete transaction, we reserve the right not to complete the transaction and if appropriate, return to you all documentation in relation to that transaction.

### **8. Other Documents that form part of this Terms of Business Agreement**

The other document issued to you that also forms part of our Terms of Business Agreement with you is our Initial Discussion Document.

### **9. Who Regulates Us**

Totally Insured Group Ltd is authorised and regulated by the Financial Services Authority. Our permitted activities cover general and non-investment insurance contracts.

**10. Solicited Financial Promotion**

We may from time to time become aware of an opportunity arising from the launch of a new product. We may write to you, email or telephone you with some details or provide you with a recommendation regarding that opportunity. Should you wish to receive this type of solicited contact, you should indicate this by initialling the boxes below.

**I AGREE**

<b>Client 1</b>		<b>Client 2</b>	
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**I DON'T AGREE**

<b>Client 1</b>		<b>Client 2</b>	
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**11. Client Declaration**

I/We confirm that I/We have read and understood this Terms of Business Agreement and confirm that I/We have also read and understood the content of the Initial Disclosure Document (Key Facts).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name 1:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name 2:

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