

## Our Terms and Conditions

### Who We Are

Shield Total Insurance (Shield) is a trading name of Vantage Insurance Services Limited ("VISL").

### Introduction

VISL is committed to providing its clients with the highest quality standards when dealing with their affairs.

This agreement sets out the terms on which VISL (trading as Club Care) agrees to act for you as its client. You should read the terms of this business agreement carefully, as it sets out our undertaking to you, including the limits of our liability. This agreement also identifies your responsibilities to us and to insurers. Please contact us immediately if there is anything in these terms that you do not understand or with which you disagree.

### Information about VISL

VISL of 41 Eastcheap, London EC3M 1DT (Co. Registration No. 3441136) is authorised and regulated by the Financial Conduct Authority (FCA). Our permitted business is arranging general contracts of insurance and our FCA reference No is 311541. In addition to operating from London VISL also operates from Juniper House, Warley Hill, Brentwood, Essex CM13 3BE (Customer Service Centre) and Grimley House, 7 Warwick Street, Worthing, West Sussex, BN11 3DF (Branch Office). These details can be verified on the FCA's register by visiting the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

As an insurance intermediary, authorised and regulated by the FCA we are required to meet certain criteria. These include the following:

- We must conduct business with integrity, and pay due regard to your interests and treat you fairly;
- We must conduct our business with skill, care and due diligence;
- We must pay due regard to your information needs and communicate information to you in a way that is clear, fair and not misleading;
- We must manage conflicts of interest fairly, both between ourselves and you as our client and between you and another client;
- We are required to meet certain criteria when dealing with client monies; and
- We must take reasonable care to establish and maintain such systems and controls as are appropriate to our business.

### Our service to you

We typically offer you advice on a range of insurance products selected from a limited panel of insurers; however under certain circumstances we may only offer you a single product from a single insurer, we will let you know which method we have used. We will not be providing you with any advice about our range of policies. We will of course provide you with sufficient factual information in order that you can make an informed decision as to whether or not the policy meets your demands and needs. We are an independent insurance intermediary; our primary responsibility is to act on your behalf in arranging insurance. However, we may in certain instances act as agent of the insurer, such as safeguarding your premium, issuing your policy documents and accepting risks on insurer's behalf. Where this is the case we will let you know. In respect of policies purchased relating to optional extras for legal expenses, breakdown and loss recovery insurance, you will not receive advice or a recommendation from us and you will need to make your own decision about how to proceed. We will keep you adequately informed about the nature of our services to you and we shall take all reasonable steps to ensure that our communications with you are clear, fair and not misleading. We will explain the main features of the products and services being offered, including all details of cover and benefits together with any significant exclusions, conditions and other obligations after assessing all your requirements. It is therefore important that your circumstances and objectives are clearly identified to us.

### Conflicts

In certain circumstances we may act for and owe a duty of care to other parties. Where this is the case we will do all we can to ensure that any potential conflicts of interest that arise will be dealt with fairly so as to avoid prejudice to any party.

### Disclosure

It is your responsibility to take reasonable care to answer the insurer's questions fully and accurately and ensure that the information provided, when you take out your insurance policy, is not misleading. This remains the case through the life of the policy and when you renew your insurance. The insurer is not required to make enquiries and the onus falls on you to disclose any matters that may be relevant to an insurer in assessing or accepting the risk on particular terms. Any inaccuracies in the information provided could result in your insurance cover being invalid.

### Confirmation of Cover & Policy Documentation

Our aim is to provide you with the documentation setting out the terms, conditions and the insurer, in a timely manner. You should examine any insurance documents we send you very carefully to ensure they meet with your requirements. If you think they are incorrect or do not meet your requirements you should notify us immediately, otherwise we will assume the documentation is in order.

You will be provided with renewal terms, in good time and in advance of expiry of your cover or notified that renewal is not being invited. Attached to the renewal terms will be any changes to the terms of the policy and any information we are required to present to you in line with regulatory requirements.

### Premiums

We will notify you of premiums due either at the point of sale or in writing prior to the conclusion of the contract. Please note that your premium must be paid prior to the start of your cover. You should note that we have no obligation to fund any premiums on your behalf and failure to provide your premium by the specified date could result in the cancellation of your insurance policy. You may be able to spread your payments through a third party finance provider, or Premium Credit Limited, a facility we have arranged ourselves. We may also receive remuneration from premium finance and credit reference agencies and from some Insurers with whom we have profit sharing arrangements. Such amounts will solely be for our account. We will give you full information about your payment options when we discuss your insurance in detail.

### Fees and Commissions

When we arrange your insurance, we usually receive commissions from the insurer(s). If another intermediary is involved in your insurance transaction they will usually be remunerated by a commission, included in the premium you pay, unless a fee in respect of their activities has been agreed with you in advance. We may need to make additional charges as follows:

Policy charge (non-refundable)	£5
Administration charge	£10
Policy amendment	£10
Policy reinstatement	£10
Cancellation	£20

### Cancellation Clause

A cancellation clause may be inserted into an insurance contract which can be identified within the policy wording. In the event of failure to pay the premium promptly, the insurance contract may be cancelled forthwith by us or by insurers giving notice of cancellation.

In addition to any cancellation fees imposed by the insurer, we may make a charge for processing the cancellation.

### Financial Strength

We do not accept liability for any losses you may incur arising directly or indirectly from the financial failure or insolvency of any insurer transacting business in the UK or EU.

### How do we handle your money?

In our role as an intermediary between you and your insurers we may hold money either paid by you to be passed on to insurers or paid to us by your insurers, to be passed on to you. For your protection, we handle your money according to FCA rules designed to minimise the risk that, in the event of our financial failure, you may lose some or all of the money that we are holding on your behalf.

### Insurer Money (money we hold as agent of an insurer):

Where we have an agreement with your insurer to hold money as their agent, any premiums you pay to us are treated as having been received by the insurer (Risk Transfer). This gives you additional protection in the event of our financial failure.

### Client Money (money we hold as your agent):

Where we do not have an agreement with your insurer to hold money as their agent, we will hold premiums you pay to us as your agent. FCA rules require that Client Money is kept separate from our own money. As permitted by the rules, we hold Client Money with an approved bank, segregated in a client account subject to a Non-Statutory Trust ("NST"). The aim of the NST is to protect you in the event of our financial failure or the failure of the bank where money is held. Should such a situation arise your money is protected against general creditors. Holding your money subject to the rules of NST means that we are entitled to and may use client money held on behalf of one client to pay another client and also allows us to pay claims and premium refunds before we receive payment from insurers. We are not entitled to use client money to pay commissions before we receive the relevant premium.

**Co-mingling of insurer and client monies:** We may hold both insurer and Client Money together in the NST when permitted to do so by the FCA. As money held on either basis is protected in the NST, we will not normally inform you on which basis we hold the money we have received from you or on your behalf.

### Third Party Payments

In the process of arranging your insurance policy, we may be required to pass the premium money you pay us to a third party such as another intermediary or insurance broker but will only do so if this is a necessary function for the provision of your insurance cover.

### Client Money (Interest and other returns)

When holding client money as permitted by the FCA, VISL may receive interest based on the amount held from time to time. To avoid the requirement to account to clients for small amounts of interest, and the expense of making these payments, which would be disproportionate to the benefit received, this agreement provides that any interest received shall be for VISL's

account, and no client shall have any entitlement to such interest or any part of it.

### Unclaimed Client Money

From time to time clients move address or for other reasons lose contact with us. Where this occurs, and a balance is due to a client, we will continue to hold that money as client money for a minimum period of 6 years from the date of the transaction. After that period we will cease to hold that money as Client Money and may transfer it elsewhere. We will continue to maintain a list of transactions affected and undertake to make good any valid claims occurring after the 6 year period.

### Approved Banks

VISL deposits Client Money in accounts with the following banks: Barclays Bank PLC, and Close Brothers Limited. We can confirm that the above banks meet with the FCA requirements for approved banks.

### Complaints

VISL acts on behalf of insurance companies or Lloyd's syndicates: the complaints procedure that will apply depends on whose behalf we act. To identify which procedure applies to you, please refer to your policy wording. When we act on behalf of an insurance company, if you are unhappy with our service, please let us know using the contact details shown below. On receiving your complaint we will send a full response within five working days or tell you within that time when you can expect a response: Vantage Insurance Services Limited, 2nd Floor Juniper House, Warley Hill Business Park, Brentwood Essex, CM13 3BE. Or by telephone on 01277 243 020

If we are unable to settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at: Exchange Tower, Harbour Exchange Square, London E14 9SR or telephone 0800 0234 567 email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

When we act on behalf of a Lloyd's syndicate, if you are unhappy with our service, please let us know using the Vantage contact details shown above. On receiving your complaint we will send a full response within five working days or tell you within that time when you can expect a response. If you remain dissatisfied with our response you can refer your complaint to Lloyd's to investigate using the contact details: Complaints Team Lloyd's, One Lime Street, London, EC3M 7HA. By email: [complaints@lloyds.com](mailto:complaints@lloyds.com) By phone: +44 (0)20 7327 5693 By fax: +44 (0)20 7327 5225 Website: [www.Lloyds.com/complaints](http://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](http://www.lloyds.com/complaints) and are also available from the above address.

### Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Full details and further information on the scheme are available from the FSCS at: PO Box 300, Mitcheldean, GL17 1DY.

### Data Protection

We are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange and administer insurance policies. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, reinsurers, other brokers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies. We follow the current Data Protection Legislation in all our dealings with your personal data. For further information on how your information is used by us and your rights in relation to your information please see our privacy notice at [www.clubcareinsurance.com](http://www.clubcareinsurance.com). Please contact your insurer should you wish to see a copy of their Data Privacy Notice.

### Law and Jurisdiction

These terms of business shall be governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with these terms of business we both irrevocably submit to the non-exclusive jurisdiction of the English courts.