

TERMS OF BUSINESS AGREEMENT



This Agreement is between 'You' the client or potential client 'You, Your' and 'Castillo Home' referred to as 'We, Us, Our', and applies to all work that We carry out on Your behalf. Please read this agreement carefully and contact Us if there is anything in this agreement with which You disagree or do not understand.

SECTION 1



We are authorised and regulated by the Financial Conduct Authority (no. 581197).

SECTION 2

Castillo Home is a trading style of Etico Group Ltd registered with companies house (no. 0542713).

Etico Group Ltd
St James House
Vicar Lane
Sheffield
South Yorkshire
S1 2EX

Tel No. 0800 055 4006
E-Mail: info@castillohome.co.uk

SECTION 3

Services

We are an insurance intermediary which represents both You and the insurer. We act on Your behalf when arranging and administering Your policy, for example policy adjustments, cancellations and renewals. We act on behalf of Your insurer when validating the information You provided during the quotation process at new business and renewal, receiving claim notifications and in the event that Your insurer requests that Your policy be cancelled or voided. You will enter into contract with Us for our intermediary services, in addition to Your contract with Your insurer.

SECTION 4

Disclosure

It is important that the information You provide throughout the quote and duration of the policy is accurate. Failure to disclose correct and complete information to the best of Your knowledge and belief may result in increased premiums, refusal of a claim, a claim not being fully paid, Your policy cancelled or being made null and void and treated as if it never existed.

Please note that under the Rehabilitation of Offenders Act 1974 You are not required to disclose convictions regarded as 'Spent'.

You are advised to keep copies of any correspondence You send to Us or direct to Your insurer.

If you are in any doubt about whether information is material, you should disclose it.

SECTION 5

Protecting your information

All personal and sensitive information about You is treated as Private and Confidential.

We will only use and disclose the information We have about You in the normal course of arranging and administering Your insurances, We will not disclose any information to any other parties without Your written consent,

except where the law requires Us to do so. Unless We are notified of any changes, We shall assume the personal and sensitive data We hold about

You is correct, and shall use it to provide quotations when policies fall due for renewal.

In the interests of security and to improve our service, telephone calls You make to Us may be monitored and/or recorded.

We may pass information about You to credit reference agencies for the purposes of arranging payments by instalments, and may also pass to them details of Your payment record with Us.

Under the Data Protection Regulation (GDPR) that came into effect pm 25th May 2018 individuals have a right to see personal information about them that We hold in our records, whether electronically or manually. If You have any queries relating to this please write to the Operations Director of Etico Group Ltd.

SECTION 6

Motor and home insurance anti-fraud registers

Insurers share information with each other via the Claims and Underwriting Exchange Register, and the Motor Insurance Anti-Fraud and Theft Register, to aid the prevention of fraudulent claims.

SECTION 7

Motor Insurer 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.

SECTION 8

Use for marketing purposes

We may use information held about You, to provide You with information about other products and services which We offer, and which We feel may be appropriate to You, by email, telephone, post or other means.

You may exercise Your right to give notice to stop data being processed for marketing purposes by contacting Us at any time. Please contact Us by telephone or write to Us.

SECTION 9

Claims

You must tell Us as soon as possible of any incident or circumstance which may result in a claim under any insurance arranged by Us and of all relevant facts relating to it. Failure to do so may result in the insurer not paying the claim. This is in addition to any obligations imposed by insurers, details of which will be set out in the policy wording. We will notify insurers in accordance with the circumstances notified by You. You will be required to give all necessary information and assistance required by insurers in order to deal with Your claim.

In some circumstances, claims will be dealt with directly by Your insurer or by someone appointed by them. We will let You know if that is the case.

SECTION 10

Complaints

It is our intention to provide You with a high level of customer service at all times. If there are occasions when We do not meet these standards, please contact the member of staff You were dealing with, either verbally or in writing. They will take details of Your concerns and We will then acknowledge in writing, advising You of who is dealing with the matter. A copy of Our full Complaints Handling Procedures is available on request.

SECTION 11

Cancellation rights (Broking Contract)

The Broking Contract is the agreement between **You** and **Us** for the insurance broking services that **We** provide to **You** in respect of **Your** insurance requirements.

Once **You** have entered into the Broking Contract with **Us**, **You** are entitled to a period of reflection during which **You** may decide whether to proceed with the purchase of the Broker Contract. The duration of this cancellation period is **14** days and commences from either:

- the day of conclusion of the Broker Contract; or the day on which **You** receive the full terms of the Broker Contract providing the full contractual terms, conditions and information of the contract whichever is later.

To cancel this Broker Contract within the cancellation period, please write to **Us** at the above address or email **Us** at support@castillohome.co.uk. If **You** do cancel this Broker Contract within the cancellation period, **You** may be charged for the time the policy has been providing cover.

This Broker Contract can be cancelled at any time by **You** by giving prior notice in writing. If **You** wish to give notice of cancellation, please write to **Us** at the above address or email **Us** at support@castillohome.co.uk. Should **We** wish to cancel this Broker Contract **We** shall write to **You** at the last known address **We** have for **You** on **Our** records providing **You** with a minimum of **7** days notice.

If **You** decide to cancel the Broker Contract with **Us** at any time other than during the cancellation period, **We** will where applicable provide a refund of premiums paid, subject to the Insurer terms agreed, any Broker fees that **You** have paid shall be retained by **Us**.

SECTION 12

Premiums and financial aspects

You can make payment by bank transfer, credit or debit cards by calling our office on the above number.

You may be able to spread the cost of **Your** insurance by paying a monthly direct debit, this facility is provided by Close Brothers Premium Finance Ltd, a third party premium finance provider. This is usually subject to additional costs which will be advised to **You** prior to commencement.

SECTION 13

Return premiums

Return premiums usually arise if an insurance risk is reduced or a policy cancelled.

On any return premium, **We** repay commission on the amount to your insurer 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).

SECTION 14

Quotations

All quotations are subject to change in respect of the amount of premium indicated, and/or the terms and conditions that are applied.

SECTION 15

Policy terms, conditions and 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 any requirements exactly. If not, please advise **Us** immediately, any breach of terms, conditions or warranties may enable **Your** insurer to terminate **Your** policy from the date of that breach, and/or repudiate a claim under **Your** policy.

SECTION 16

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.

We will only renew a policy if **We** have received confirmation from **You** to do so prior to the policy renewal date.

SECTION 17

Disclosure of commission

If **You** would like to know the amount of commission that **We** are paid in respect of your insurance contract, this information is available on request.

SECTION 18

Other taxes or costs

Other taxes or costs, or both, may exist in relation to the products and services offered by us which are not paid through, nor imposed, by **Us**.

SECTION 19

Policy Fees

New Policy	£	15.00
Mid Term Change	£	25.00
Renewal	£	15.00
Cancellation (After 14 Days)	£	35.00
Cancellation (Before 14 Days)	£	Nil
Failed Payment Fee	£	15.00

Etico Group Ltd are paid a commission by insurers for the broking service **We** provide, in some cases and with prior agreement with **You**, where a commission is not paid by the insurer **We** will charge a fee for our broking service.