

# **Our Terms of Business**

## Who Regulates Us?

Blackmore Borley Limited, 7th Floor 77 Cornhill London EC3V 3 QQ, is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 311926. Our permitted business is to handle all aspects of general insurance business. You can check this on the FCA's Register by visiting the FCA's website https://register.fca.org.uk or by contacting the FCA on 0800 111 6768.

# The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.

## Side By Side Insurance

Side by Side Insurance is a Legal Expenses Insurance. It is designed to cover the legal costs incurred while ensuring you are fairly represented in alleged cases relating to shotgun and firearms certification offences. In the event that your shotgun or firearms certificate is revoked or not renewed, Side by Side insurance covers cases that have good prospects of a successful appeal in court.

## Whose Product Do We Offer?

Our product is jointly administered by Arc Legal Assistance Ltd and Legal Insurance Management Ltd and is underwritten by Royal & Sun Alliance Insurance plc (the insurer). We do not research other insurance providers for you.

#### Which Service Will We Provide You With?

You will not receive any form of advice or personal recommendation from us in relation to your insurance needs.

This insurance can only be purchased via our online quote and buy system at www.sidebysideinsurance.co.uk

We act on behalf of you, as our customer.

#### What You Will Pay

Side by Side Insurance costs £27.50 per annum (inclusive of IPT). We receive a set fee from this premium which helps cover our administration costs, bank charges and the provision of the online quote and buy system. This fee is included within the premium quoted and paid by you.

#### **Statement of Demands and Needs**

Your insurance policy will be based on the details you provide using our online quote and buy system and any other related information you provide us with.

This information provides us with a record of the demands and needs particular to your specific circumstances.

It is important that you take care when buying this insurance to ensure it is adequate and suitable for your needs.

#### **Important Information**

- ✓ You are required to pay the first £500 of any claim.
- ✓ The maximum amount payable per claim is £250,000.
- ✓ The maximum amount payable per period of insurance is £250,000.
- Please be aware that this insurance is written on a claims made basis which means it's important that Arc Legal Assistance Ltd is informed about any potential claims within 30 days and during your period of insurance.
- ✓ All cover ceases upon expiry of your policy.

## What We Need From You

All customers have a legal obligation when taking out, amending or renewing insurance to provide accurate and truthful information. This is to assist Insurers to accurately assess the risk.



The law in relation to consumer contracts is the Consumer Insurance Act (2012) which came into force on the 6th April 2013. Under this statute you have a duty to take reasonable care not to make a misrepresentation to the Insurer.

In practice this means that you must answer any questions asked honestly, carefully, fully and accurately. You do not though have an obligation to volunteer information where a question has not been asked. This includes any questions that form part of our online quote and buy system and any subsequent questions that may arise.

In the event of a misrepresentation the Insurer has various remedies depending on the nature of the misrepresentation. If it is honest and reasonable the Insurer has no remedy and must pay any legitimate claims. If it is careless and you ought to have known the information and failed to disclose it, the Insurer has remedies based on what they would have done had the question been answered accurately and completely. This could include voiding the policy from inception but it more likely to involve reducing claims proportionately or retrospectively applying policy terms including additional premiums. If it is deliberate and reckless the Insurer may treat the policy as if it does not exist and decline all claims.

Please ensure you fully read and understand the Product Information and Policy Wording documents provided as part of the quote and buy journey before purchasing this insurance.

#### **Handling Client Money**

We are permitted to hold client money. However for this insurance, we control and handle client money in our capacity as the agent of the insurer, by means of an Insurer Trust Account. Any payments that we receive from you or which need to be refunded to you will be held for your protection by Blackmore Borley Limited in accordance with FCA rules.

When you make payment for your insurance to Blackmore Borley Limited, agreement has been reached with the insurer that payment of the money to us is the same as if it had been paid to them.

Any interest earned on this money will be retained for the benefit of Blackmore Borley Limited but is expected to be minimal.

The amount of premium required to effect your policy will be transferred to the insurer, less the fee due to Blackmore Borley Limited.

#### What If You Have a Claim?

If you have a claim or you have a problem that you may need assistance with under this insurance, you need to contact Arc Legal Assistance Limited directly as soon as you are able. So that they can help you quickly, please have your policy number available when you get in touch. They can be contacted by emailing claims@arclegal.co.uk.

If you are unable to contact Arc Legal Assistance Limited please call Blackmore Borley Limited on 020 7929 4616. Please note that our hours of operation are Monday to Friday (9.30am to 5.30pm).

#### **Conflicts of Interest**

We have put in place arrangements to ensure you are treated fairly and should anything arise that conflicts with this, we will bring it to your attention. We have implemented a conflict of interest policy to help us manage such risks.

#### What To Do if You Have a Complaint

Blackmore Borley Limited strives to provide the highest possible standard of customer service. However should you feel that our service has fallen below the level; expected and you wish to register a complaint, please contact us as follows:



The Compliance Manager Blackmore Borley Limited 7th Floor 77 Cornhill London EC3V 3QQ

Tel: 020 7929 4616 Email: info@blackmoreborley.co.uk

Please quote your policy number in all correspondence.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request.

If we are unable to resolve your complaint, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4567.

# Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by 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.

#### **Refund Policy**

No refund will ever be given in respect of a policy on which a claim has been made.

It may be possible to receive a refund if you feel that you no longer need your insurance but this must be done within 30 days of your insurance contract commencing and must be requested in writing by contacting us as follows:

Blackmore Borley Limited

7th Floor 77 Cornhill London EC3V 3QQ

Tel: 020 7929 4616

Email: info@blackmoreborley.co.uk

Where a refund has been agreed, payment will be made either by bank transfer or by re-crediting your credit card. In either case we will need to contact you to obtain the necessary details as we do not keep details of customer's bank accounts or credit cards.