Victory Financial Solutions Limited (Victory)
Terms of Business

Who Are We: Victory Financial Solutions Limited are registered in England & Wales No. 05665073. Registered Office and correspondence address: Pond Hall, Pond Hall Road, Hadleigh, Suffolk IP7 5PP.

Our Regulator: We are authorised and regulated by the Financial Conduct Authority ("FCA") for insurance broking and mediation activities. Our registration number is 446770. You can check this on the FCA's register by visiting the FCA's website at https://register.fca.org.uk 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.

Your agreement to these terms: In signing a proposal form or otherwise seeking insurance through us, you agree to the terms set out in this agreement.

About our service: You will not receive advice or a 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 insurances from a limited number of insurance providers for our Home, Travel, and Commercial products. For all other insurances, we only offer products from a single insurer. You are entitled to request a list of the companies and certain underwriters at Lloyds from which we have selected the products. If you would like further information about any of our products, please do not hesitate to contact us.

From time to time we may decide to change the insurer for any of the insurance products we offer. In such circumstances, we will write to you no less than 21 days before your current insurance expires with details of the new proposed insurer and any other changes to the insurance.

Our remuneration is based on commission which is payable out of premium paid by you and allowed by the insurer(s) with whom your cover is arranged. In addition, some insurers may make additional payments to us reflecting the profitability of our account with them. You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business.

Fees: An administration fee of up to £25 may be charged for mid-term adjustments, request for duplicate documentation or cancellation where cover has commenced. No commission is refundable in the event of a mid-term cancellation. Unless otherwise stated in the event of mid-term cancellation Insurers require a minimum non-refundable premium of £ 50. A fee of up to £55.94 may be charged in relation to new business and renewed policies. Commercial fees will vary but will be advised before conclusion of the contract. The fees we charge may change from time to time.

Insurance Premium Tax: Where applicable, the premium we quote will include Insurance Premium Tax at the current rate of 12% (20% for individual 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 do not process claims for your insurance company however, we act on behalf of your insurance company when you first tell us about a claim. When you tell us about a claim we need to take your name, address, policy number and enough detail about the claim so that your insurance company can best decide how 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. If any of the information provided by you changes after you have purchased the policy and during the period of the policy, you must provide the insurer with details.
If the information provided 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 any claim, or
• The insurer may not pay any claim in full, or
• The insurer may revise the premium and/or change any excess, or
• The extent of the cover may be affected.

You must advise us if:
• You or any other person insured on the policy has ever had insurance declined or special terms added,
• (Specifically in relation to Travel and Private Medical Insurance). 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 advise us so we can update the Insurer.

If you have already bought insurance from us you should read all the enclosed documents. You should make sure the documents are accurate and contact us if the documents contain any errors. If your policy does not meet your needs or you do not understand it please inform us immediately.

You must tell us as soon as possible about any changes that could affect your insurance. If you do not do this, we will assume that the information we hold about you is correct.

Client Money: Where we act on insurers' behalf, we shall hold money as insurer money ("Insurer Money"). Premiums received by us will be treated as having been received by insurers 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.

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

Consumer Credit: In respect of certain products we act only as a credit broker and not a lender, for the provision of premium finance. In such cases we may receive a payment from the lender for these arrangements. If you have chosen to pay your insurance premium by direct debit, and default in payment of any instalments due, we or our nominated credit provider, Close Brothers Premium Finance, a trading name of Close Brothers Ltd, will give you seven day's notice at your last known address. If you do not meet the terms of this notice we or your insurer will have the option to cancel your policy. If a claim has been made the full annual premium may be payable. You must then pay any unpaid balance to us immediately. Provided that no claims have been made, the sum due from you to us will be calculated in accordance with the details provided in your Policy Booklet for the time your policy was in force. If you have made an overpayment this will then be refunded.

Should you default in your credit agreement we or our nominated credit provider, Close Brothers Premium Finance reserve the right to apply a £30 administration charge independent of any other charges imposed by the insurer.

Personal Data Statement: 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 reinsurers 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 may 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. (For Household and Motor only).

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 but only if you have given us your permission. We may use e-mail, telephone, post or other means to do this. If you do not want us to use your information for marketing purposes please call us 0345 209 4460

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 209 4460 or writing to our Customer Service Department, Pond Hall, Pond Hall Road, Hadleigh, Suffolk, IP7 5PP

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 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. However, if for any reason you remain dissatisfied you should escalate the matter as outlined below.

Step 2: Escalation:
If your policy is underwritten at Lloyd's (your schedule will show if it is), you can refer your complaint to them at:
Complaints, Lloyd's, One Lime Street, London EC3M 7HA
Telephone: +44 (0)207 327 5693 Email: complaints@lloyds.com

If your complaint has not been resolved within 8 weeks or has not been resolved to your satisfaction you can progress your complaint to the Financial Ombudsman Service. The Financial Ombudsman is an independent body that arbitrates on complaints about general insurance products and other financial services.

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone Numbers: 0800 0234 567 (free for people phoning from a 'fixed line', for example a landline at home) or 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).
E-mail: Complain.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

The Financial Ombudsman Service opening hours are Monday to Friday - 8am to 8pm Saturday - 9am to 1pm

Once we have issued our final response you have 6 months from the date of our final response to refer the matter to the Financial Ombudsman Service. We will remind you of the time limits in our final response.

Compensation: Unless we specifically advise you **o**ur insurers are covered by The Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their 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.