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Dear Sirs,

22nd February 2022

I wrote to you on 2nd November 2021 to advise of Thomas Cook & Sons becoming a trading style of Thomas Sagar Insurances Ltd.

Thomas Sagar Insurances Ltd are a company within the Global Risk Partners Group and as part of the re-organisation of companies within that group and the simplifying of our group structure, Thomas Cook & Sons are to become part of County Insurance Consultants Limited with effect from 7th March 2022. Effectively, the regulatory authorisation by the Financial Conduct Authority (FCA) will sit with County Insurance Consultants Limited, and we are writing to you to outline what this change means.

From a Financial Conduct Authority (FCA) perspective, with effect from 7th March 2022, Thomas Cook & Sons (FCA No. 303967) will become a trading name of County Insurance Consultants Limited (FCA No. 305560). There will be absolutely no change in the way your policy is handled and I and the team here will remain responsible for your business. The trading name and telephone numbers for your existing contacts will also remain the same.

As part of our reorganisation programme it will be necessary to share your personal details with County Insurance Consultants Limited. We will continue to use personal information about you fairly and lawfully, primarily in connection with the provision of insurance. For further details, a copy of our current Privacy Notice can be found at <https://www.sagarinsurances.co.uk/thomas-cook-sons/> and www.countyins.com for County Insurance Consultants Limited.

We enclose a copy of the new Terms of Business agreement with our revised name and FCA number. We specifically draw your attention to the 'Handling Client Money' section which sets out the terms under which County Insurance Consultants Limited hold and refund premiums. Any insurance transactions made/written prior to the 7th March 2022 will be handled as they are today by Thomas Cook & Sons in line with our existing Terms of Business. Any made after 7th March 2022 will be handled by County Insurance Consultants Limited trading as Thomas Cook & Sons in line with the Terms of Business attached.

I would like to take this opportunity to thank you once again for your continued support and Thomas Cook & Sons look forward to working on your behalf for all your insurance needs for many years to come.

Of course, if you do have any questions regarding this change, please do let me or one of the team know.

Yours faithfully,
John Cook
Director

Accepting our Terms of Business

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you and contains details of our respective responsibilities. By asking us to quote for, arrange or handle your insurance, you are providing your informed agreement to these Terms of Business. This document will supersede any Terms of Business previously in force. Please contact us immediately if there is anything in these Terms of Business which you do not understand or with which you disagree.

References to “We” and “Us” means County Insurance Consultants Ltd and our trading names. References to “you” means the insured and/or their appointed agent.

The Financial Conduct Authority

County Insurance Consultants Ltd is authorised and regulated by the Financial Conduct Authority with FCA Register number FRN 305560. We are an Insurance Intermediary and our permitted business is arranging, advising, dealing as agent, making arrangements and assisting in the administration and performance of general insurance contracts and pure protection contracts. We are also authorised to undertake the following consumer credit activities: Credit Broking; Debt Administration; Debt Collecting. You can check this on the FCA’s register by visiting the FCA website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

Our Service

We provide advice on the basis of a fair and personal analysis of the market and can place business with a range of insurers. We act on your behalf in sourcing a suitable policy for you.

For some specific cover types we may only deal with a single insurer or a limited number of insurers and do not advise on the basis of a fair and personal analysis of the market. In these cases we will advise you of this and specify the insurers that we deal with for that type of cover. When providing advice in this way, we are not under a contractual obligation to conduct insurance distribution exclusively with these insurers.

We may at times act on behalf of the insurer under a delegated authority agreement whereby we are able to quote or issue policy documentation on their behalf. Where we recommend a policy with an insurer where we act under a delegated authority agreement we will advise you of this.

If we use the services of another intermediary to place your insurance, we will advise you of the name of the intermediary we used and the name of the insurer.

Your specific circumstances will dictate which of these bases is the most appropriate for you. The approach which we adopt, will be based on our knowledge of the market, the quality of an insurer’s policy terms and claims service and the insurer’s ability to provide definitive contract terms at inception of insurance.

In some circumstances, a product may be offered to you on a non-advised basis with no personal recommendation. We will, however, provide sufficient information to enable you to make an informed decision as to whether the product is suitable for your needs. We will tell you if a sale is on a non-advised basis.

Requests for cover or changes to your insurance are not effective until they are confirmed by us.

Conflicts of Interest

We are part of the Global Risk Partners Limited (GRP) group which comprises a number of insurance intermediaries. We may sometimes approach other group companies to provide quotes and may recommend their products if they are assessed to meet your needs. We will tell you if this is the case.

No firms within the GRP group have any direct or indirect shareholdings in any insurers.

It is our aim to avoid any potential or actual conflicts of interest in our dealing with you, if a conflict does arise, we will advise you of this in writing and obtain your permission before proceeding. This agreement will not prevent us from acting for other clients who may be competitors of yours. In the event that we identify such a conflict of interest in our providing any services to you we will notify you as soon as reasonably practicable and where we are able to do so, agree how to continue to provide the services.

Nothing in this agreement overrides or discharges our duty to place your interests before all other considerations nor shall this agreement override any legal or regulatory requirements which may apply to us prevailing from time to time regarding your insurance or reinsurance business or the handling of claims.

Complaints

It is our policy to promote the highest standard of service for our clients. We endeavor to ensure that all complaints are resolved satisfactorily and in a timely manner. If you have a complaint about our services, you may contact the member of our staff with whom you normally deal. Alternatively please contact our Compliance Officer at the address below:

The Compliance Officer: Alastair Christopherson, 1 Millennium Gate, Westmere Drive, Crewe CW1 6AY
Tel: 01270 506980 Email: Complaints@countyins.com

You may make your complaint either orally or in writing. We will acknowledge receipt of your complaint promptly in writing and give you our response at the time, if we can. If following receipt of our final response or after eight weeks if we have not yet provided you with our final response, if you are an eligible complainant, you have the right to refer your complaint to the Financial Ombudsman Service (FOS) at Exchange Tower, London, E14 9SR Tel: 0800 023 4567. Further information is available on their website (www.financial-ombudsman.org.uk).

Who is an Eligible Complainant?
Any private individual.
Any business which has an annual turnover of less than £6.5 million and employs fewer than 50 employees or has a balance sheet total of less than £5 million (small business).
A charity which has an annual income of less than £6.5 million.
A trustee of a trust which has a net asset value of less than £5 million.
An individual who has given a guarantee or security in respect of an obligation or liability of a small business.

If your policy is placed with a Lloyd’s Syndicate and you wish to ask Lloyd’s to investigate your complaint you may do so by contacting: Complaints Team at Lloyd’s, One Lime Street, London, EC3M 7HA; complaints@lloyds.com; 020 7327 5693; www.lloyds.com/complaints

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. Insurance advising and arranging is covered by the FSCS for 100% of your claim if it relates to compulsory insurance. For other cases, it is covered for 90% of the claim, with no upper limit. The FSCS does not cover reinsurance, marine, aviation or transport business or credit insurance.

Further information about compensation scheme arrangements is available from the FSCS, via their website, www.fscs.org.uk or calling them on 020 7892 7300.

Our Remuneration

Payment for our services is generally by way of any one or a combination of the following:
We usually receive a commission from the insurer which is expressed as a percentage of the annual premium you pay. Commission will be taken by us on receipt of cleared funds from you or when the insurer has received the cleared funds from us depending on the arrangement in place with each insurer.
We will also usually charge you an administration fee when taking out a policy with us and on mid-term adjustments and policy cancellations. Where we charge a fee full details will be advised to you prior to inception of your policy.
We may also charge you other fees in place of, or in addition to, the commission we earn from insurers. We will advise you of any such fees before you take the policy out or before any mid-term adjustments.

Additionally, we also receive remuneration in certain circumstances as set out below:
The GRP Group may receive a payment from certain insurers based on sales or performance across all firms in the GRP Group. We may receive a proportion of any such payment.
The GRP Group may sometimes be paid Fees for Services. This is a payment made by an insurer in return for the provision of services over and above those covered by the commission paid and is based on gross written premiums.
The GRP Group may sometimes be paid Insurance Service Brokerage (ISB). This is a payment made by an insurer in return for the provision of services to support the development and administration of the insurer’s insurance business where no commission is paid.
Where you pay your premiums by monthly instalments we receive a payment from the finance provider for introducing you, which is usually a percentage of the amount financed. Whilst we may recommend a provider to you, you remain free to make your own choice of premium finance provider.
Where you purchase non-insurance products from us we may earn a fee from the supplier which is usually a percentage of the purchase price.
Where you agree to utilise the services of a third party provider (e.g. replacement vehicle) we may earn a fee from that provider.
Some of our staff may be paid a bonus if they hit pre-agreed sales targets.

You can ask us at any time for full details of the income earned by us in handling your insurance.

Credit Searches

Credit searches may be undertaken in connection with the provision of your insurance for example by Insurers when providing a quote and premium finance providers when seeking payment via direct debit. Any such credit search will appear on your credit report whether or not you take out or renew a contract with them.

Handling Money – Non-Statutory Trust

Client money is money of any currency that we receive and hold on behalf of our clients in the course of carrying on business as an insurance intermediary, or money that we treat as client money in accordance with the FCA Client Money Rules. We may also hold premiums, premium refunds and claims as agent of the insurance undertaking, in which case any money received by us is deemed to have been received by the insurance undertaking.

We hold client money in either a non-statutory trust account or in permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into the non-statutory trust account. Where we hold money in permitted designated investments we will be responsible for meeting any shortfall in our client money resource attributable to falls in the market value of the designated investments. We will retain any interest and investment income earned on the client money we hold. We may extend credit to other customers using client money from this account. We will take any commission owed to us upon receipt of the premium.

We may transfer client money to another person, such as another broker or settlement agent for the purpose of effecting a transaction on your behalf through that person. If the third party is outside the UK, the legal and regulatory regime may differ and you may notify us if you do want your money passed to person in a particular territory. By paying your premiums you are agreeing to us holding client money in the above manner.

Payment of Premiums

You must pay your premiums on or prior to inception of the policy or within the timescale specified in the debit note we send you. Failure to pay premiums by the date specified may lead to cancellation of your insurances by insurers. In addition, where a premium payment warranty applies failure to pay the premiums in accordance with the warranty will result in the automatic suspension of your policies until payment is made even if the insurer chooses not to issue notice of cancellation of your insurances. The insurer will not be liable for any loss suffered during any period of suspension.

You may be able to spread your payment using a premium finance scheme through the relevant insurer or we can introduce you to a third party premium finance provider. Please note that credit is subject to status and is not guaranteed. A variable change may apply for this and details will be provided before you make a decision to proceed with cover. You should refer to your credit agreement for full conditions, charges and consequences of default.

We will always contact you in good time before renewal to provide renewal terms. It is important that if you do not wish to renew that you inform us as soon as possible. When the payment for the contract you have undertaken is by instalments (e.g. by direct debit), some policies may be renewed automatically if you have not contacted us to confirm that you no longer require such insurance.

Market security

We check the financial strength ratings of the insurers with whom we place your business using specialist rating agencies. We do not assess or guarantee the solvency of any insurer at any time during the contract period. If an insurer who has granted risk transfer to us becomes insolvent, any related premiums we hold for that insurer are deemed to have been paid to them and will not be returnable to you. In the event of any insurer’s insolvency you may still have a liability to pay the premium. We do not accept any liability for any unpaid amounts in respect of claims or return premiums due to you from a participating insurer who becomes insolvent or delays settlement. You will also additionally have the responsibility for payment of premiums if you require replacement security.

Financial Crime

We may ask you for evidence of your identity at the start of our business relationship. In the absence of such evidence, we may be unable to act for you. This is to help us to meet our obligations under anti-money laundering regulations. We observe sanctions legislation in the territories in which we operate. We will use information about you and others named on your policy to check information against UK and other sanction lists. We comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall not engage in any activity, practice or conduct which would constitute an offence.