

Terms of Business Agreement - Consumers

Brian Davies Insurance Consultants Ltd T/A Shoreham Insurance Services

We are an independent insurance intermediary authorised and regulated by the Financial Conduct Authority No: 304975. Registered Office: ASM House, 103a Keymer Road, HASSOCKS, BN6 8QL. Registered in England No: 3730500, Consumer Credit Act No: 631771

Our details may be confirmed on the Financial Services Register www.fca.org.uk or by phoning the FCA on 0800 1116768.

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third party providers. Please contact us immediately if there is anything in this document that you do not understand/or with which you disagree. Your receipt of this document constitutes your informed consent to its contents. By instructing us you are accepting this Terms of Business agreement.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

1. Our service

- 1.1. We are committed to providing you with quality advice, service and insurance products. As an intermediary and your agent we owe various duties to you and will advise you as necessary if circumstances occur that may create a possible conflict of interest.
- 1.2. Our permitted business activities are advising, arranging (bringing about) deals in investments, making arrangements with a view to transactions, dealing as agent, assisting in the administration and performance of a contract and agreeing to carry on a regulated activity in respect of General Insurance contracts.
- 1.3. We will advise you and will make a personal recommendation after we have assessed your insurance needs. This will include the type of cover you require together with the costs involved. We undertake to explain the main features of the products and services that we offer to you as well as the basis on which we have provided information and/or advice.
- 1.4. Upon receipt of your instructions we will place, amend or renew insurance cover on your behalf with insurers. We will advise you of any inability to place your insurance.
- 1.5. You are not to rely on any insurance policy you have instructed us to place on cover, until we have confirmed in writing to you that the insurer has agreed to such insurance cover being in place. Please note that you must comply with the terms and conditions of the insurance policy you purchase, including any matters where the insurer makes cover subject to your compliance with conditions or with express or implied warranties. Failure to comply may entitle the insurer to cancel your insurance contract and/or risks a claim you make not being paid in part or in full. (Also see Clause 11. Claims).
- 1.6. Please also note, unless your policy confirms otherwise, the rights under your policy may only be pursued in an English court.

2. Our remuneration and other income

- 2.1. We are remunerated by commission from your insurer(s) for our insurance broking services which is a percentage of the total annual premium, or by way of a fee negotiated and agreed with you. If we receive both, this will be confirmed in writing to you at the time of incepting or renewing your insurance. In addition:
 - 2.1.1. Where we are remunerated by commission, we may also make individual charges to cover the administration of your insurances, e.g. arranging a new policy, mid-term adjustments, short period or mid-term cancellations, renewals, and issue of replacement or duplicate documents. We may also make individual charges where we prepare and issue documents on behalf of insurers; these will be confirmed in writing to you at the time of incepting or renewing your insurance where applicable.
 - 2.1.2. Some insurers may make additional payments to us reflecting the size and/or profitability of our account with them and/or in respect of work we undertake on their behalf. In addition we may also receive payment from other firms, such as premium finance providers, where non-insurance products or services are supplied to you.
- 2.2. Our remuneration in whatever form and in respect of any policy, shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and/or agreed fees in respect of the full policy period, including where you appoint another intermediary in our place during the currency of a policy, or where a policy is cancelled after inception or renewal. (Also see Clause 9. Short period and cancelled policies).
- 2.3. 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 or arranging your premium finance facility.

3. Duty to disclose accurate and full information

- 3.1. If your insurance policy (or policies), is governed by English law, for us to be able to arrange insurance to meet your needs, you must: take reasonable care not to make a misrepresentation to the insurer. This means you must make sure that any information you provide, that may be passed on to insurers, is complete and accurate and answer insurers' questions fully and accurately, and not make any untrue or misleading statements. You should note that if on renewal of your policy, you do not meet your insurer's request to confirm or change details you have previously given; this may amount to a misrepresentation. These duties arise not only before the policy is placed, but also when it is renewed or extended and if you are providing information to insurers in connection with any changes to your policy. If you do not comply with your duties then insurers may be able to reduce your claim payment, apply additional terms, or even treat your policy as if it never existed. If you are not sure whether insurers need particular information, you should provide it to them anyway. If the insurance policy (or policies), you instruct us to place on your behalf is governed by a law other than English law, we recommend that you obtain advice as to your obligations under the relevant law. If you are not sure about which law applies to your chosen insurance policy, you should discuss this with your regular Shoreham Insurance contact. You shall provide us with all relevant information to enable us to provide the services. You are responsible for the accuracy and completeness of all the information you provide to us and to insurers. We will not be liable for any errors, deficiencies or omissions in any services, including the placement of insurance on your behalf, arising from any inaccurate or incomplete information provided by you. We can rely on any information provided to us by you and/or your outgoing insurance broker.

4. Notification of changes, alterations and renewals

- 4.1. Amendments to policies may be arranged upon receipt of full details and on return of the certificate of insurance (if applicable). Cover is subject to acceptance by insurers and payment of any additional premium required inclusive of Insurance Premium Tax (IPT).
- 4.2. Renewals are invited on the basis that there have been no changes in the risk other than those specifically notified to us or your insurers.

5. Insurer security

- 5.1. We will only place cover with insurers who satisfy certain minimum criteria, assessed by the rating agencies and/or our own assessment, or for whom you have given us specific approval to use. Whilst the information upon which we rely is obtained from sources considered to be reliable, and we use all reasonable endeavours to review that information in order to protect your interests, predictability of solvency cannot be, and is not, guaranteed by us. The financial standing of any insurer can, of course, change after the insurance contract had inception. We do not guarantee the ongoing ability of any insurer to meet their contractual obligations.

6. Documentation

- 6.1. It is your responsibility to read all documentation upon receipt and raise any query regarding it otherwise you risk a loss you suffer not being paid in part or in full. Documentation including your policy and certificate, if applicable, will be issued to you upon receipt from insurers.
- 6.2. You must check all documentation issued to you to ensure the details are correct and the insurance cover provided meets your requirements. We will arrange insurance cover according to your instructions but only you can identify if it does not meet your intentions. If you have any concerns in respect of your insurance cover, or are uncertain as to the meaning of any terms and conditions, or if you discover errors in the documentation, then you must notify us immediately.

7. Payment of the premium

- 7.1. We must receive your payment, unless it is made by you directly to your insurer, by cheque, credit or debit card, electronic funds transfer or be in receipt of a completed premium instalment application form (with deposit where requested), drawn on a bank, building society or other UK financial institution account, in the policyholder's name and before cover commences unless we agree otherwise. A charge may apply to payments made by business or corporate credit card and this will be confirmed to you in writing at the time of inception or renewing your insurance. If we agree to accept payment from someone other than the policyholder then this must be notified to us and agreed by us.
- 7.2. We have no obligation to fund any premium, taxes or fees (if applicable), on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover, or any other prejudicial steps taken as a result of late payment substantially attributable to you. If we decide to retain certain documents whilst awaiting payment, we shall provide details of your insurance cover and any information or documents required by law.
- 7.3. We shall be entitled (but not obliged), without providing notice to you, to set off any amounts due to us from you against any amounts which we may receive on your behalf (i.e. claims moneys, refunded premiums and other sums). Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the cancellation or lapsing of your policy.

8. Transferred business

- 8.1. When we are appointed to service insurance policies, other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately; otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

9. Short period and cancelled policies

- 9.1. If you wish to cancel your policy then you will need to return the policy document and current certificate of insurance (if applicable), and confirm your cancellation instructions. Subject to the cancellation terms of your policy, a refund of premium may be available. Details of any applicable cancellation terms and charges will be found in your policy documents. Our commission and/or fees are fully earned from the date insurance cover commences and may not be refundable in the event of cancellation, avoidance or early termination of a policy.

10. Cooling Off Period

- 10.1. You have the statutory right to cancel a policy within 14 days of its conclusion, or inception or renewal, or upon receipt of the policy documentation whichever is the later. You may without providing a reason, cancel the policy in accordance with its terms and conditions. Any policy documentation and in particular any legal document, i.e. a certificate of motor insurance, should be returned with your instruction to cancel.
- 10.2. These cancellation rights do not apply to a short-term policy of less than one month's duration, or to a policy for which the performance has been fully completed. If no premium has been paid then a time on risk premium inclusive of Insurance Premium Tax (IPT) and in addition to any relevant administration costs may be charged.

11. Claims

- 11.1. We will assist you with advice when you make a claim under your policy, but it remains your responsibility to have read, understood or queried all documentation upon receipt. All incidents that could possibly give rise to a claim must be notified to us, or your insurer in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and/or completing required forms, may risk a loss you suffer not being paid in part or in full.
- 11.2. You must not under any circumstance admit liability for a loss, or agree to any course of action, other than emergency measures carried out to minimise the loss, as you will risk your claim not being met in part or in full. All correspondence, claims, writs, summonses etc. should be forwarded immediately, unanswered, either to us or to your insurer. You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with policy terms and conditions may invalidate cover.
- 11.3. We will remit claim payments received on your behalf, to you as soon as practicable, after confirmation of receipt of cleared funds in our bank account. In the event that an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts.
- 11.4. Where we have a delegated authority from an insurer to settle your claim on their behalf, we shall make you aware of this on notification of the claim and obtain your informed consent to proceed.

12. Client and insurer money

- 12.1. **The firm named in the heading is not authorised by the Financial Conduct Authority to handle client money.** All client money is held as agent of the insurer under a Risk Transfer Agreement with your insurer; the purpose of which is to protect you in the event of financial failure since, in such circumstances, general creditors would not be able to make claims on client money as money received is treated as if it had been received by the insurer.

12.2. We hold all money in a Trust bank account. The firm intends to act as agent for insurance undertakings and, as such, any money received by the Firm as agent for insurance undertakings will be held on trust for the insurer separate from the firm's money. Risk-transferred money may include any premiums including additional and return premiums, claims money, refunds and professional fees. Under the terms of operating as agent for insurance undertakings we can:

12.2.1. For the purpose of effecting a transaction on your behalf, pass your money to another intermediary, including those resident outside the UK who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the intermediary, this money may be treated in a different manner from that which would apply if the money were held by an intermediary in the UK. Please inform us if you do not agree to this.

12.2.2. Retain for our own use, any interest earned on client money.

12.3. Your money will be held as agent of the insurer. This means that when we have received your cleared premium, it is deemed to have been paid to the insurer.

12.4. Unless we receive your written instruction to the contrary, we will treat receipt of payment from you and of any claim payment and/or refund of premium which fall due to you, as being with your informed consent to the payment of those monies into the Trust bank account.

13. Our liability to you

13.1. Unless we have otherwise agreed with you in writing, we shall treat your instructions to us to place or renew your insurance cover as acceptance of the limitation of our liability to you and to any other person with an interest in your insurance cover.

13.2. Our aggregate liability and the liability of our Affiliates to you, on any basis (including for example for breach of contract or negligence), arising out of or in connection with these Terms of Business, shall be limited in total to £1,250,000. We shall not be liable to you in any circumstances for any special indirect or consequential loss or loss of profits. These provisions shall not apply to any liability which cannot lawfully be excluded or limited.

13.3. This limitation of liability clause shall survive termination of these Terms of Business.

13.4. You agree that if you do not notify us of material facts and circumstances relevant to the risk to be insured, including those which may arise during the period of your insurance cover, then this will be treated by us as a statement that you have no information to supply in relation to that fact or circumstance. If you do not understand any point please ask for further information.

14. Confidentiality and security

14.1. To help make sure you receive a competitive quotation, offer of appropriate payment options, protect against fraud and to verify your identity, insurers may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

14.2. All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, insurers, credit providers and other third parties who are directly involved in the normal course of arranging and administering your insurance. By accessing our sites and using our services, you consent to any such transfer of information to a third party.

14.3. Where you have given us consent we may use the data we hold about you to provide you with a renewal quotation and information about products and services we consider may be appropriate.

14.4. Our Retention of your Personal Information - By using our services you consent to us and our partners retaining any personal information you have provided. We will retain any personal information only for as long as is necessary to fulfil the business purpose for which it was collected. We will also retain and use your personal information for as long as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Under the General Data Protection Regulations 2018, you have the right to ask us for a copy of any personal information about yourself that we hold on our records. Please contact us if you require any more information. For further information on your rights under the General Data Protection Regulations please refer to the Information Commissioners Office – www.ico.org.uk.

15. Termination of our authority to act on your behalf

15.1. You or we may terminate our authority to act on your behalf by providing at least 14 days notice in writing (or such other period we agree). Termination is without prejudice to any transactions already initiated by you, which will be completed according to these Terms of Business unless we agree otherwise in writing.

15.2. You will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain any and all commission and/or fees payable in relation to insurance cover placed by us, prior to the date of written termination of our authority to act on your behalf.

16. Severability

16.1. If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

17. Assignment

17.1. We are entitled to assign these Terms of Business to any other company within the group of companies of which we are part. You are entitled to assign these Terms of Business with our prior written consent, not to be unreasonably withheld.

17.2. We are entitled to transfer client monies to an identical bank account held in the name of any other company within the group of companies of which we are a part, but then only for so long as such company remains a member of such group.

18. Law and jurisdiction

18.1. These Terms of Business which form our agreement with you, shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

19. Rights of Third Parties

19.1. Unless otherwise agreed between us in writing, no provision of this Terms of Business is enforceable under the Contracts (Rights of Third parties) Act 1999, by any person other than you or us.

20. Bribery and corruption

20.1. We have no tolerance for bribery and corruption and this policy extends throughout the company for all of its dealings and transactions in all countries in which we operate. Our anti bribery policy is updated in line with the changes in law, changes in our business and our reputational

demands. All employees are required to comply with this policy.

20.2. Both parties agree to comply fully with the requirements of the Bribery Act 2010, and will not engage in any of the following activity:

- promising or giving of an advantage, financial or otherwise, to another person to bring about an improper performance or to reward such improper performance
- requesting, agreeing to receive or accepting of an advantage, financial or otherwise to act improperly
- bribing a foreign public official to do or reward them for doing, something improper.

20.3. Additionally, where applicable, a firm will prevent bribery being committed on its behalf by its employees and third parties.

21. Sanctions

21.1. Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

22. Complaints

22.1. While we will always endeavour to provide you with a high level of customer service, if you feel dissatisfied with the service you have received you should, in the first instance, contact the office you usually deal with to register your complaint.

Or, alternatively you may refer the matter to -

email: brian@bdinsurance.co.uk

post: PO Box 2223, Shoreham by Sea, BN43 9GR

Tel: 01273 465046

Fax: 01273 465040

22.2. We need you to help us by summarising the problem, policies affected and the resolution you expect. Please ensure whenever possible that you quote your customer reference number together with the identity of our member of staff and office address.

22.3. We will endeavour to rectify the problem immediately, but if we are unable to do so your complaint will be dealt with in accordance with our formal Complaints Procedure, a copy of which will be provided to you.

22.4. If you remain dissatisfied you may be an eligible complainant within the rules of the Financial Ombudsman Service (FOS). Their jurisdiction broadly covers those that employ less than 10 persons and whose turnover or annual balance sheet is less than 2 million Euros, and charities or trusts whose turnover or net assets respectively are less than £1m. Should you remain dissatisfied with our final decision, or more than eight weeks have passed since receipt of your complaint, then if you wish, you may contact the FOS, details of which can be found at www.financial-ombudsman.org.uk. Full details will be supplied in our Complaints Procedure.

23. Compensation

23.1. We are covered by the Financial Services Compensation Scheme (FSCS), and you may be entitled to compensation from the FSCS if we cannot meet our obligations. This does not extend to consumer credit lending, i.e. credit broking/lending. Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details regarding the FSCS can be obtained from its website www.fscs.org.uk. Full details and further information on the scheme are available at www.fscs.org.uk.