

## TERMS OF BUSINESS AGREEMENT

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### Law and Language

This Terms of Business is subject to English Law and the jurisdiction of the English Courts. We will use the English language for all communications, the contractual Terms and Conditions, and any information we are required to supply to you, before and during the duration of the contract.

### Acceptance

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information carefully and in particular, we would like to draw your attention to the “**IMPORTANT INFORMATION**” section on page 3 of this agreement. If you do not agree to any part of the information, please tell us. We assume that you accept the terms of this agreement unless we hear from you.

### The Regulator

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services.

The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies and Pure Protection policies. We are also authorised to undertake certain Consumer Credit activities. This terms of business does not apply to investment business and a separate agreement will be provided to you if appropriate.

Our FCA registration number is 454705 and you can check our status and permissions at [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

### Confidentiality and Data Protection

We will exchange the information that you provide to us with insurance companies and other brokers or agents, for the purposes of obtaining quotations and arranging cover, and this may result in a credit check to confirm your identity and to minimise the risk of fraud. We will treat all information as private and confidential, and in strict accordance with the Data Protection Act 1998 (DPA), even when you are no longer a customer and only share information if we are required to do so by law, or regulation.

Under the DPA, you have a right to a copy of any personally identifiable information about you that we hold in our records, and you can obtain details by writing to us at the usual address. A nominal charge might apply in providing the information to you.

We will, in addition, use information for marketing similar products or services by us and carefully selected companies. Contact may include SMS text, post, telephone or e-mail. **If you do not want us to use your information in this way, please let us know.**

### Our Fees, Commission and Charges

We usually receive a commission from the insurance provider with whom we place your business, and in such a case, the commission will be paid to us either when we are in receipt of cleared funds from you (or the premium finance company, if one has been used) or, when the insurer has received cleared funds from us in respect of the premium due under your policy. The individual agreements we have with each insurer will determine which of the two methods above is used to make this transfer of commission. We also receive commission for arranging finance agreements for the payment of insurance premiums and this is usually expressed as a percentage of the individual loan and is paid to us directly by the premium finance provider. We may also receive a commission or fee for passing introductions to other professional firms.

In addition, we may make the following charges to cover the administration of your insurance:

#### STANDARD CHARGES

Arranging new policies	from	£10.00 to £150.00
Mid-term adjustments	from	£10.00
Refunds (we refund NET of our commission)		£25.00
Renewals	from	£10.00 to £150.00
Credit card payments		2% of total invoice
Cancellation (we refund NET of our commission)		£25.00
Finance agreement default administration fee		£35.00

Policies voided or cancelled from inception by insurers will be treated as a cancellation and we will retain any commission and fees before returning the net premium to you. By accepting these terms of business, you agree that we may retain the portion of the premium that relates to commission that would have been due to us.

Specific charges, which apply to individual policies, will be advised to you prior to the commencement of each contract applicable to that policy. The specific charge and purpose of any additional charges will always be advised to you in advance.

Occasionally we may arrange a policy on which we earn no commission (a net premium policy) and in these cases we will advise you of the arrangement fee before the policy is taken out.

You are entitled to request at any time, information about the commissions that we may have received in connection with your insurance. If you want this information please contact us.

### Whose products we offer

We usually offer advice from a fair market analysis of the market, however, under certain circumstances we may only deal with a limited panel, or a single insurer. We will advise you if this is the case.

### The service we will provide you with

We can act both as agent of the insurer, and on behalf of you, the customer. We have management controls in place to deal with any conflicts of interest that might arise. Unless we advise you otherwise, we are acting on your behalf.

We also act on behalf of insurers when collecting premiums under risk transfer.

We will ask questions to enable us to assess reasonably your insurance requirements, and this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

We will provide you with advice and guidance, after assessing what you want and need, and recommend a suitable policy based on our experience of dealing with similar risks.

Legal expenses policies, Bristol & London services and RAC membership are non-advised sales. In respect of these policies you will not receive advice or a recommendation from us and you will then need to make your own choice regarding the suitability of the product offered and how to proceed.

In all cases our service will include arranging and administering your insurance, including helping you with on-going changes and assisting you, if you need to make a claim.

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

#### **Additional services**

We can also arrange additional services such as risk management assistance and Health and Safety services. Please note these services are not regulated by the Financial Conduct Authority. In addition, these services do not benefit from the protection offered by The Financial Ombudsman Service or the Financial Services Compensation Scheme.

#### **Financial Strength**

We regularly assess the financial strength of the Insurance Companies and other intermediaries that we deal with. The process usually involves general observation of the financial ratings applied by independent rating agencies such as Standard & Poor's and A M Best, in addition to other readily available information within industry guides, newsletters and press releases. Whilst we take care to deal with companies that maintain reasonable solvency margins, we cannot guarantee their financial ability to pay claims.

#### **Payment Options**

We normally accept payment by the following credit/debit cards – Visa, MasterCard and Maestro.

If you choose to enter in a finance arrangement, this will be subject to interest charges which we will confirm to you when providing you with the full details. Importantly, the arrangement you will enter into will be with the finance company, not us. It is an entirely separate contract irrespective of the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer and will ask for the policy to be cancelled to recoup their outstanding finance arrears. You will be liable to pay their costs and charges if you do not keep up your repayments and cover is cancelled under your policy. This is because the agreement is between you, the policyholder and the finance company direct, not us or the insurer. The Premium Credit default charge of £35.00 will apply and the Close Premium Finance default charge of £30.00 will apply.

**We use Premium Credit and Close Premium Finance for the provision of premium finance facilities. Your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.**

#### **Money**

We will hold money that you pay to us in accordance with the regulators rules or under a risk transfer agreement with insurers. This will include holding your money in one of the following ways:

A **statutory trust insurer bank account**, in accordance with our agreements with Insurance Companies, that transfers the risk of money we receive from customers to them. These agreements deem any money you pay to us, to be received by them and they will bear the risk of any losses in the event that our firm becomes insolvent. This includes claims money or premium refunds we receive prior to being paid to you.

A **statutory trust client bank account**, that only allows us to use the money held in trust on behalf of a customer for paying that customer's premium to an insurance company and to pay premium refunds or claims we receive from that insurance company to the customer, once the premium has been received from that insurance company. We **cannot** use that customer's money to pay another customer's premium or refund. Also, for this reason it is not possible for you to offset the refund against premiums owed on another policy. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance, unless, in the case of consumer transactions we receive more than £20 per transaction, and then we will ask for your permission to retain the interest. Unless you tell us otherwise, you are consenting to us holding your money in this way.

**By holding your money in one of these means that in the event that this firm becomes insolvent your money remains protected.**

In arranging your insurance, we may employ the services of other intermediaries who are regulated by the FCA and your premium may be passed to these intermediaries for payment to insurers. These firms are also required to hold clients' money in a separate trust account. We will also inform you if at any time we are required to pass your premium to firms that operate outside the UK where the protection may be different. Should you not wish us to pass premiums to a firm outside of the UK, please inform us.

#### **Financial Services Compensation Scheme (FSCS)**

If we are unable to meet our obligations, you may be entitled to compensation from the FSCS. If we have advised or arranged insurance for you, this will be covered for 90% of a claim, without any upper limit. However compulsory classes of insurance (such as motor insurance) are covered for 100% of a claim. Further information is available from the FSCS helpline on 0207 892 7300 and [www.fscs.org.uk](http://www.fscs.org.uk).

The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. Compensation is usually payable if an authorised firm is unable or unlikely to pay claims, usually because it has ceased trading or become insolvent

#### **Insurance Premium Tax (IPT)**

Your premium detailed in the policy will include IPT at the prevailing rate. Should the rate of IPT be amended by the Government, your premium will be amended by the insurer to reflect the change.

Some policies are subject to Value Added Tax (VAT) not IPT, and should the rate of VAT be amended by the Government, your premium will be amended by the insurer to reflect the change.

#### **Termination**

You may cancel this agreement with us at any time. You must provide at least **10** days written notice of instructions. We also reserve the right to cancel this agreement at any time. In any event, we will provide you with reasonably sufficient time to re-arrange your insurance and we will notify you of termination in writing, together with an explanation if appropriate.

## IMPORTANT INFORMATION

### Your duty to give information

IT IS IMPORTANT THAT YOU UNDERSTAND YOUR DUTY TO PROVIDE ALL MATERIALLY IMPORTANT INFORMATION, FULLY, COMPLETELY AND ACCURATELY TO US AND YOUR INSURERS, NOT ONLY WHEN YOU TAKE OUT YOUR INSURANCE, BUT ALSO THROUGHOUT THE LIFE OF YOUR ARRANGEMENT, AT THE ANNUAL RENEWAL OR AT ANY OTHER TIME WHEN CHANGES OCCUR.

Materially important information is any information that could influence an insurer's decision to accept your risk including the cost of your insurance. For example, details of previous insurance claims that you have made, or reported, personal information about you, such as criminal convictions (you have a duty to give this information even when the insurance relates to a business and not you). General information about the risk, such as the construction of a building (for example, concrete floor, timber frame with brick, stone, and a slate roof). If you are not sure how much information to provide or do not understand the question, please ask.

The reason why this is vital and extremely important is that if you fail to tell us something, your policy will leave you with no insurance protection; Insurers will not pay any claims and will cancel your policy. You will find it difficult to rearrange cover because you did not tell an insurer everything, and you will have to disclose this fact when you reapply for insurance.

**FAILURE TO DISCLOSE THESE FACTS MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.**

### WARNING

Warranties and Conditions Precedent.

Your policy contains a number of WARRANTIES and CONDITIONS PRECEDENT.

Warranties may also be referred to as conditions, endorsements or special terms.

These warranties are terms which you must comply with word for word, otherwise the insurer might not pay any claims and might cancel your policy from the start. Even if there is no connection between a breach of these terms and the cause of the loss.

Failure to comply with these terms may leave you with no insurance cover and your claim not being paid

Conditions Precedent: Some conditions do impose a responsibility on you to have done something or completed something before a certain section of the policy will operate. If you do not do the thing stated, cover will not be in place.

Please ensure you read the insurance documents and ask if you are unsure on any matter.

**FAILURE TO COMPLY MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.**

### Complaints

Our aim is always to provide our customers with a first-class service. However, we are aware that, occasionally, it is possible that we may fail to meet your expectations. If for any reason we have not met your expectations, let us know as soon as possible, by calling our main office telephone 01494 450011 or write to Elaine Woodall at MRIB Limited, Eagle House, Amersham Hill, High Wycombe, Buckinghamshire HP13 6NU or email [elainewoodall@mrib.com](mailto:elainewoodall@mrib.com)

If we are unable to resolve the issue to your satisfaction by the end of the next business day, we will formally investigate the matter. You will receive an acknowledgement of the matter, together with a copy of our complaints process promptly and certainly within 5 working days. We will then aim to investigate and provide a resolution as quickly as possible, informing you of the position at no later than 4 weeks and a final response no later than 8 weeks.

If you are not happy with our response, or the position after a period of 8 weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS) for an independent assessment and opinion.

The FOS Consumer Helpline is on 0800 023 4567 or 0300 123 9123 Alternatively you can contact them at Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

A full copy of our complaints procedure is available on request.