



Terms of Business Agreement

Commercial – *someone who is arranging a contract of insurance for business purposes.*

6 Queen Street, Godalming
Surrey GU7 1BD
Telephone: 01483 426300
www.robinsombuckle.co.uk
E-mail: info@robinsombuckle.co.uk

Terms of Business Agreement

1. How we are regulated

Robinson Buckley and Nugent Debenham are trading names of Headley Group Limited, William Curtis House, Lenten Street, Alton, Hampshire, GU34 1HG (Head Office), Tel: 01420 594242.

Email: alton@headleygroup.co.uk

The Regulator

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services. Our FCA Registration number is 306701 and you can check our status and permissions at <https://register.fca.org.uk> or by contacting the FCA on 0300 500 8082.

Applicable Law

This Terms of Business document is subject to English Law and the jurisdiction of English Courts.

2. Our Activities

The FCA has authorised us to advise, arrange, deal in and assist with the placing and administration of all types of General Insurance policies. We are also authorised to undertake the following Consumer Credit Activities: Credit Broking.

3. What type of Client am I?

- **Commercial** - someone who is arranging a contract of insurance for business purposes.
- **Consumer** - an individual buying insurance wholly or mainly for purposes unrelated to their trade, business or profession.

4. Our Service

We can act both as an agent of the insurer and on behalf of you the customer. We have in place management controls to deal with any conflicts of interest that might arise. Unless we advise otherwise, we are acting on your behalf. We also act on behalf of insurers when collecting premiums under risk transfer (see "Money" section).

We will discuss your insurance requirements which may include checking information we already hold about you and your existing insurance arrangements with us and other parties. We will confirm to you the level of service we are providing as part of our sales process. In all cases our service will include arranging and administering your insurance including helping you with on-going changes. 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.

Insurers

Whilst every care is taken to check the financial stability of any firm with which we place business we cannot be held responsible if that firm subsequently ceases to trade. If requested we will provide full details of each insurer approached for terms as part of our product selection service detailed below:

- **Our Product Selection (Fair Analysis)** - We offer products from a wide range of insurance companies. This usually involves contacting a reasonable number of insurance companies for comparable quotes with the best package recommended
- **Our Product Selection (Panel)** - We only offer products from a select panel of insurers that we know offer the most appropriate cover whilst meeting your demands and needs
- **Our Product Selection (Limited)** - We may only approach a limited or single insurer and will explain the reasons for doing so following our recommendation

Treating Customers Fairly

It is our intention to always treat customers fairly. If at any time you feel that you have not been treated fairly please contact us at William Curtis House, Lenten Street, Alton, GU34 1HG, or by telephone on 01420 594242.

Claims

As part of our service we can assist you with any claim you need to make. When you first become a customer we will give you details of how you can make a claim and tell you what your responsibilities are in relation to making claims. If you are ever in any doubt as to what action to take in the event of a claim please contact us.

5. Confidentiality and Data Protection

Data Protection

We will only use your personal data in line with our privacy policy. Please read this carefully before proceeding. By providing your personal data you are consenting to its use in accordance with our privacy policy. A copy of our privacy policy can be found at www.robinsonbuckley.co.uk

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.**

Credit Checks and Data Base Searches

When assessing your application for insurance insurers may at inception or renewal of a policy use publicly available data which they obtain from a variety of sources including credit reference agencies and other external organisations. Their search will appear on your report whether or not your application proceeds.

Claims and Underwriting Exchange Register and Motor Insurance Anti-Fraud Register

Insurers pass information to the Claims and Underwriting Exchange Register operated by Database Services Limited and the Motor Insurance Anti-Fraud Register compiled by the Association of British Insurers in order to check information provided and to prevent fraudulent claims. Motor insurance details are also added to the Motor Insurance Database operated by the Motor Insurers' Centre (MIC) which is formed to help confirm who is insured to drive. In the event of an accident this database may be used by insurers, MIC and your motor insurer to identify relevant policy information. Other insurance related databases may also be added in future.

6. 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 the following way:

A Statutory Trust client bank account 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 is received from that insurer. We cannot use that customer's money to pay another customer's premium or refund. 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 this way should this firm become 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 the UK, please inform us.

7. Our Remuneration

We usually receive a commission from the insurance provider with whom we place your business and the commission will be paid to us either when we are in receipt of cleared funds from you (or the premium finance company if applicable) or when the insurer has received cleared funds from us in respect of the premium due. The individual agreements we have with each insurer will determine which of the two methods is used to make this transfer of commission. We may 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 also charge you a fee for arranging your insurance and full details will be provided to you at outset.

Information on Costs

In addition to the premiums charged by insurers we may charge a professional fee to cover the placing and on-going handling of your insurance. The specific amount and purpose of any professional fee and administration charges will always be advised to you in advance.

Disclosure of Earnings

You are entitled at any time to request information regarding earnings that we or any other intermediary we have used receive as a result of placing your business. In addition to commission from insurers we may also receive payments based on volumes of business or profitability of the account placed with them. These payments can vary from year to year. Such remuneration is only earned on the basis that it does not detract from our obligation to act in our client's best interest at all times.

8. Payment Options

We will provide you with full details of all payment options available to you when we provide you with your insurance premium. If you choose to enter into a finance arrangement your details will be passed to a third party (insurer or lender) to enable them to contact you and you should contact us at the address given in this document if you do not want your details passed to that party. This finance arrangement will be subject to interest charges that we will confirm to you when providing the full details. Importantly the arrangement you will enter into will be with the finance company not us. It is an entirely separate contract from the insurance contract. In the event of your failure to meet with the contractual obligations regarding payment the finance provider could approach the insurer to seek a termination of the insurance contract 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 and not with us or the insurer. It is important that you read the finance agreement sent to you before you agree to enter into the agreement. We do not charge any fees to you for introducing you to a credit provider. If you are a consumer as defined under the Consumer Credit Act you will have the benefit of a 14 day cooling off period.

Please note your policy cover will cease if you fail to keep up payments on an instalment agreement or premium finance facility related to it.

Payment Terms

We normally accept payment by cheque, BACS or debit/credit card. You may be able to spread your payments through a credit scheme either run by your insurer or by a financial provider and we will advise you if these options are available.

Unpaid Premiums

Where we have been unable to collect a premium payment due for insurance cover provided we reserve the right to appoint a debt recovery agent to recover monies due to us. All costs incurred including any court fees will be passed to the debtor for reimbursement.

Mid-Term Adjustments or Cancellations

In the event of an adjustment that results in a return premium or cancellation mid-term we may refund the premium due net of our full commission and any charge made by insurers. Where the premium is being paid by instalments we will claim our full commission along with any charge made by the insurers in the calculation of any outstanding monies.

Cancellations Due to Premium Instalment Default

If any credit agreement payment is not met you acknowledge and agree that we may instruct on your behalf the relevant insurer to cancel the insurance and to collect any refund of premiums which may be made by the insurer and use it to offset any outstanding costs. In the event of enforced motor policy cancellation of a Public or Private Hire policy we may decide it is in the public interest that the relevant authority (Local Council Licensing Department, Policy Vehicle Inspectorate, etc.) are advised that a policy has been cancelled or will be cancelled on a specific date.

9. Your Right to Cancel (Applicable to Consumers only)

Please contact us if you wish to cancel any policy that we have arranged for you. Consumers will usually have a legal right to cancel policies for any reason subject to no claims having occurred and within 14 days of receiving the full terms & conditions. You will always be advised where this right applies. A charge may apply for the period of cover provided.

10. Duty of Disclosure

Your insurance is based upon the information provided to the insurance company.

Commercial Clients

The new Insurance Act effective from 12th August 2016 states you must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers before the setting up or renewal of your insurance policy is concluded anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it.

In order to identify what must be disclosed you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers. A senior manager is anyone who plays a role in making decisions about how your activities are to be managed or organised regardless of whether or not that individual is a member of your board or is formally in a management role. You must also consult with anyone who has particular knowledge about the risk to be insured.

If you deliberately or recklessly (i.e. without care) fail to comply with your obligations to present the risk fairly insurers may void the policy. This means they can retain all premiums and treat the policy as if it never existed and refuse to make any claims payments. You could also be obliged to repay any claims payments that had already been made. If you fail to present the risk fairly but your failure was neither deliberate nor reckless the insurers' response will depend upon what would have happened if you had complied with your obligations:

- If insurers would not have provided the policy they may treat the policy as if it never existed and refuse to make any claims payments and demand the return of any claims payments already made. However, insurers would have to return any premium payments already made;
- If insurers would have provided the policy but on different terms the policy will remain in force but will be treated as if those different terms applied from the start of the policy. This could result in a claim not being met in part or in full;
- If insurers would have provided the policy but charged a higher premium insurers may reduce any payment in proportion to the difference between the premium charged and the premium that would have been charged if you had fairly presented the risk. This could result in a significant reduction to the amount of any payment under the policy.

All statements and facts disclosed on proposal forms, statement of facts, claim forms and other documents should be full true and accurate and must be given after undertaking a reasonable search including consulting with senior management. If forms are completed on your behalf you must check them for accuracy and completeness and always read the declaration to ensure you understand it before signing.

Consumer Clients

You must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

All statements and facts disclosed on proposal forms, statement of facts, claim forms and other documents should be full, true and accurate. Where forms are completed on your behalf you must check them for accuracy and completeness before signing them. You must always read the declaration and make sure you understand it before you sign.

11. Your Instructions

We will endeavour to act in accordance with your reasonable instructions. If we are not substantially able to achieve what you want us to achieve or if it is not possible to achieve what you want then we will tell you. You may instruct us by fax, e-mail, telephone or during face to face meetings. We cannot guarantee that your instructions have been received unless we have acknowledged them in writing. We reserve the right to refuse instructions but if we do we will inform you. Communications using the internet are not completely secure and may spread harmful viruses. If you would prefer us not to use e-mails you must inform us.

Please note that office hours are Monday to Friday, 9.00am to 5.00pm. The office is not open for business on statutory ("Bank") holidays. There may be delay in responding to instructions if they are received outside of office hours.

12. Complaints

We always to provide our customers with a first-class service however 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 **01420 594242**, write to **Complaints Manager at William Curtis House, Lenten Street, Alton, Hampshire, GU34 1HG** or email alton@headleygroup.co.uk. **A full copy of our complaints procedure is available on request.**

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 within 5 working days. We will then investigate and provide a resolution as quickly as possible informing you of 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 (www.financial-ombudsman.org.uk) Consumer Helpline is 0300 123 9123. You can also write to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR or email complaint.info@financial-ombudsman.org.uk.

13. Financial Service 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 to 90% of a claim, without any upper limit, however claims under compulsory insurance, professional indemnity insurance and certain claims for injury, sickness or infirmity of the policyholder are protected at 100%. Further information is available from the FSCS helpline on 0800 678 1100 and 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.

Demands & Needs

Your Insurance Requirements

Our regulatory obligations require us to provide you with a document that the Financial Conduct Authority (FCA) refers to as a Demands & Needs Statement. This document incorporates the required information to demonstrate that we understand your insurance needs and to show how our recommendations suit those needs. If you have any concerns about our understanding of your insurance needs as shown below or the suitability of the insurance recommended please contact us before cover commences.

- **Your demands & needs**

Our understanding of your insurance requirements (or Demands and Needs) in relation to this policy or proposed policy is based on the information provided by you.

- **The basis of cover**

The basis of cover we recommend to satisfy your demands and needs are outlined within this report.

- **Our recommendations and the reasons for them**

We recommend you proceed with the product because it is suitable in meeting your Demands and Needs described above. Our recommendation is made after taking into consideration your requirements, insurers' service delivery, claims handling record, financial standing, policy cover and competitiveness of the premium.

- **The basis of our marketing**

The insurer has been carefully selected using our experience and expertise and on the basis of a fair analysis of the market available.

We aim to ensure that you obtain the best possible advice and fully understand the terms and conditions of your insurance policies including the clauses and conditions which could affect claims payments. To make sure you understand all the information about the policies and your obligations the following checklist has been supplied for your use so that you do not miss anything.

Do you know and understand:	Yes	No
Your duty of disclosure to insurers		
What 'material facts' are, and the requirement to disclose these to insurers		
What a warranty is and the implications of failing to comply with it		
How to calculate a Gross Profit Sum insured		
How to choose an Indemnity period		
The basis of settlement for any claim		
Claims notification requirements and conditions		
The meaning of Insurable Interest		
All the subjectivities and conditions of the policy / policies		
The warning about financial history and claims history (including 'incidents')		
The effect of not complying with the above conditions or principles		

If you have answered 'No' to any of the above please contact us for an explanation otherwise we will presume you have a full understanding by renewing or incepting the policy and have accepted the terms and conditions of the policy in full.

Insurance Information – Commercial Client

What is a Commercial Client?

A Commercial Client is defined as someone who is arranging a contract of insurance for business purposes.

Your duty to give information

It is important you understand your duty to provide all materially important information fully and accurately to us and your Insurer when taking out insurance and also throughout the life of the policy including at renewal or at any time changes occur. Materially important information could include but is not limited to:

- Previous claims made or reported or circumstances which might have given rise to a claim
- Personal information such as criminal convictions or cautions, past involvement as a director of companies that have gone into liquidation or receivership
- General Information with regards to the risk such details of the construction of a building or types work carried out.

If you are unsure of how much information to provide or do not understand the question asked please contact us to discuss.

Disclosure is important to ensure your policy provides the cover you require. Failure to provide material information will lead to your Insurer declining to deal with a claim, cancelling the policy and leaving you with no insurance protection. You may also have difficulty arranging cover in the future.

Warranties & Conditions Precedent

Your policy may contain a number of Warranties & Conditions Precedent. These are terms which you must comply with precisely otherwise the Insurer may not pay any claim and may cancel your policy from the inception date even if there is no connection between a breach of these terms and the cause of loss.

An Insurance Warranty is not a guarantee of something but typically places an obligation on you as the policyholder to comply with these terms in order for your insurance protection to remain operative. Warranties are not always referred to as such within a policy or schedule and may be referred to as conditions, endorsements or special terms.

Some conditions impose a responsibility on you to have done something or completed something before a section of the policy will operate. Failure to comply could leave your policy being inoperative.

It is important that you are aware of these and if you have any doubt about a particular statement, please ask us for advice. Failure to comply with the above may leave you without cover in the event of a loss.