

# BRENTACRE

## SPECIALIST INSURANCE

### Terms of Insurance Business

Version April 2021

#### **About us**

Brentacre Insurance Services Ltd of Cambrian House, Cambrian Place, Swansea, SA1 1RH is authorised and regulated by the Financial Conduct Authority (FCA). Our Firm's Registration Number 307060. We are permitted to arrange, advise on, deal as an agent of insurers and assist in claims handling with respect to non-investment insurance policies. You can check these details on the FCA's Register by visiting the FCA's website <https://www.fca.org.uk/register> or by contacting the FCA on 0800 1116768 (freephone) or 0300 500 8082 from the UK.

#### **Our Services**

We are an independent insurance intermediary. We place insurance and insurance-related services with a number of insurance companies, not just one, and with a number of insurance-related service providers.

When you appoint us to work for you, we become your agent. This means that we are acting in your interests and upon your instructions, to secure the agreed outcome for you. There are occasions where we undertake certain duties on behalf of an insurer (for example, we sometimes issue policy documentation), and when this takes place the legal position is that we are acting on behalf of the insurer only for that specific task. We will clearly identify these circumstances to you so that you are correctly informed.

So that we avoid any perceived conflict of interest or questions of propriety we do not hold agreements with insurers to settle claims.

We will consult with you about the risks that you face. We will talk with you about how you might insure against those risks. For those risks that you want to insure against, we will take your instructions and endeavour to obtain quotations. We will consider solvency of insurers, premiums, policy cover, and any other factors we consider relevant when deciding which options to recommend for you. We will draw to your attention any onerous or unusual terms as soon as we are made aware of them.

We will provide you with relevant documentation as soon as possible. Where this documentation is produced by insurers, delays may be experienced. Specimen or standard policy wordings will be made available to you at your request.

When you tell us of an incident where you want to claim under an insurance policy we have arranged or we have agreed will become part of the portfolio of policies we manage on your behalf, we will alert the relevant insurance company. Where applicable, we will produce for you a claim form. We will guide you through what you need to do to make a claim. We will submit your documentation to insurers. We will act as your agent to help you negotiate with a view to achieving a satisfactory outcome for you in accordance with your policy wording. If an incident cannot be the subject of a claim (if it is not covered) then we will tell you as soon as we become aware.

If you reasonably disagree with an insurer's decision following a claim that you have made, we will help you to complain. We may recommend that you instruct a solicitor, and if you do, this will be at your own expense.

When policies that we have arranged become due for renewal, we will prepare quotations in accordance with your revised instructions. In the absence of revised instructions, we will prepare quotations on the existing basis. We will discuss quotations with you in advance of renewal to ensure that you have sufficient time to consider our terms or make an alternate arrangement. If insurers do not offer renewal terms in good time then we will endeavor to secure an extension of cover for you. If it is likely that cover will not be available after expiry of the present period of insurance, then we will let you know of this possibility as soon as we think that it is likely.

Please note that if this agreement is terminated, we will not prepare renewal quotations for you and cover will expire. You will need to make an alternate arrangement.

These are our core services. We may undertake additional specific work on your behalf by agreement. In this event, these Insurance Broking Terms of Business shall continue to apply in respect of additional work unless otherwise agreed in writing.

#### **Providing information to your insurer**

Your insurance is based upon the information provided to the insurance company. Unless otherwise indicated by the specific insurer underwriting your particular policy, the following circumstances apply.

For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) this means that 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 other customers must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before arranging or renewing your insurance policy, and throughout the policy period, 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 (anyone who plays a significant role in the making of 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. Failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid or an additional premium may be incurred.

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.

#### **Your Instructions**

We will act in accordance with your reasonable instructions to the best of our abilities. 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. We will tell you what we can achieve.

You may instruct us by e-mail, by 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 5.30pm. The office is not open for business on statutory ("Bank") holidays. There may be a delay in responding to instructions, if they are received outside of Office Hours.

We do not ordinarily issue receipts or acknowledgements unless specifically requested by you in writing.

## Limitation of Liability

In the event of any breach of these terms and or in the event of any representation, statement or tortuous act or omission including negligence arising under or in connection with all contracts between us then the following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you. Nothing in these terms excludes or limits our liability for death or personal injury caused by the Company's negligence, fraud, fraudulent misrepresentation or regulatory obligation.

We shall not be liable to you for any indirect or consequential loss or damage, these may be losses that are not reasonably foreseeable, (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the services we provide to you.

Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of our services to you ("Claim") shall be limited to £1,500,000 (one million five hundred thousand pounds).

If you are not a Consumer (as defined by the FCA) and our professional indemnity insurers refuse to indemnify us for any claim made by or on behalf of you then our total liability in relation to that claim shall be limited to £1,000,000 (one million pounds).

## Liability for Directors, Officers or Employees

You acknowledge and agree not to make any claim personally against any employee, director or officer arising out of the work and services provided under this agreement. This clause does not in any way limit or affect our liability to you as detailed in the limitation of liability clause.

## How to cancel

You may have a statutory right to cancel this insurance policy within 14 days (known as a cooling off period). Please refer to your policy summary or your policy document for further details. If you cancel you will receive a pro rata refund of premium from the insurer. We may also keep an amount that reflects our administrative costs of arranging and cancelling the insurance.

If you wish to cancel outside this period, you may not receive a pro rata refund of premium. We may also keep any commission earned from the insurer and a fee which reflects our administrative costs of arranging and cancelling the insurance

## Our Remuneration

When we place insurances or insurance related services on your behalf, we are ordinarily remunerated by your insurer or insurance service provider.

Commission may be paid on individual policies and or on a whole account basis. If we need to charge a fee payable by you then we will specify the amount of that fee and explain the nature of the fee before we commence work on your behalf.

Should you choose to cancel a policy of insurance after giving instructions to place cover or if you wish to terminate our appointment as your broker before policies have expired then the commission and/or fee will be deemed to have been earned in full and no refund will be paid in this respect. A refund of the premium element net of our remuneration may be made by insurers. In this event, any refund will be returned to you without unreasonable delay.

## Fees and charges

If we opt to charge a fee you will be advised prior to policy inception or renewal.

In respect of:

Mid-term adjustments we charge £20

Duplicate certificate or cover note we charge £10

New Motor Policy Issue we charge £70

Classic Motor New Policy £25

Renewal we charge £65

Classic Renewal £20

Policy Cancellation we charge £70 within the cooling off period,

£70 if cancelled pre-inception, OR £20 & commission after cooling off.

Dishonoured cheque we charge £25

Change of registration number we charge £35

Non-disclosure of material facts we charge £35.00 (plus any amount the insurer may charge)

## Complaints

It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact the Managing Director at the above address or ring **01792 650 933**.

If you have a policy with Lloyd's and are not satisfied with our response, you may ask the Complaints department at Lloyd's to review your case. The address is: Complaints Department, Lloyd's, One Lime Street, London, EC3M 7HA. Tel: **0207 327 5693**.

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website:

[www.lloyds.com/complaints](http://www.lloyds.com/complaints)

You may be entitled to refer it subsequently to the Financial Ombudsman Service. Further information is available at <http://www.financial-ombudsman.org.uk/>. The FOS Consumer Helpline is on **0800 023 4567** (free for people phoning from a "fixed line" (for example, a landline at home) or **0300 123 9123** (free for mobile- phone users paying monthly charge for calls to No's starting 01 or 02). Alternatively, you can contact them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, 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. Please contact us for any clarification.**

## How to claim

Please refer to your policy summary or your policy document if you need to notify a claim. You should contact the insurer direct as soon as possible using the contact details provided. If in doubt about who you should contact, please contact us on 01792 650933.

## Protecting your Personal Data

We are the Data Controller for data you provide to us. We need to use your data in order to arrange your insurance and associated products and for marketing purposes (please let us know if you would prefer not to receive marketing information from us). You are obliged to provide information without which we will be unable to provide a service to you. We may pass your data to other organisations, such as insurers, auditors, external consultants, credit providers, banks, financial transaction processors, crime and fraud prevention agencies and databases and regulators. We process all data in the UK but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of your data. In order to protect our legal position, we will retain your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of your data. You can request copies of the data we hold, have it corrected, sent to a third party or deleted (subject to our need to hold data for legal reasons). If you wish to complain about how we have handled your data, you can contact us and we will investigate the matter. If you are not satisfied with our response or believe we are processing your data incorrectly you can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Tel: 0303 123 113

## Protecting your money

Prior to your premium being forwarded to the insurer, and for your protection, we hold your money as an agent of the insurer (in which case your insurance is treated as being paid for). However, your money will be protected at all times because of our requirements under the FCA rules. We also reserve the right to retain interest earned on this account. *By accepting these Terms of Insurance Business you are giving your consent for us to operate in this way.*

## 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

## Compensation arrangements

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most Insurance contracts are covered for 90% of the claim, without any upper limit. Compulsory insurances (for example, motor insurance and employers' liability insurance), are covered for 100% of the claim, without any upper limit Further information about compensation scheme arrangements is available from the

FSCS on 020 7892 7300 or by visiting <http://www.fscs.org.uk/>

## Solvency

We do not guarantee the solvency of any insurer we place business with. We do not accept liability for any losses you may incur arising directly or indirectly from the financial failure or insolvency of any insurer.

You may have a liability for the premium, whether in full or pro-rata where a participating insurer becomes insolvent.

## Payment Options

We will provide you with full details of all the payment options available to you when we provide you with your insurance premium.

If you choose to enter in a finance arrangement, this 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 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 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, not us or the insurer.

**Please note that we only use Laser Creation Ltd for the provision of premium finance facilities.**

**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.**

## Legal Effect

This is our standard Terms of Business Agreement upon which we tend to rely. For your own benefit and protection, you should read the terms very carefully. If you do not understand any point please ask for further information or clarification.

These Insurance Broking Terms of Business supersede any previous Insurance Broking Terms of Business or any previous informal arrangement. They should be read in conjunction with other correspondence that you may have received from us. Together, they set out exclusively the basis on which we work for you.

These Insurance Broking Terms of Business apply to existing and future work, which we do on your behalf, unless we agree otherwise in writing. We will give you notice of any change to these terms, which will then apply to any subsequent instructions.

These Terms of Business shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

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

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd), and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search these registers. Under the conditions of Your Motor Policy, you must tell us about any incident (such as an accident or theft) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

Information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing
- II. Continuous Insurance Enforcement;
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information.

## Credit checks

To make sure you get the best deal and to ascertain the most appropriate payment options for you and to protect you from fraud, we use public and personal data from a variety of sources, including a credit referencing agency and other organisations. Our search will appear on your credit report whether or not your application proceeds. As well as these searches insurance companies may use a credit check to ascertain the most appropriate payment options for you. This credit check will also appear on your credit report whether or not your applications proceed. By agreeing to the terms and conditions you agree to these uses of your information