

TERMS AND CONDITIONS OF BUSINESS

This document sets out our commitment to you as our client and sets out the principles we follow in doing business with you. Scrutton Bland Limited is regulated and authorised by the Financial Services Authority (FSA) to sell and administer general insurance. This means we are committed to providing a high standard of professional service in accordance with the FSA regulations.

Prior Agreements and Acceptance

These Terms supersede all proposals, prior discussions and representations (whether oral or written) between us relating to our appointment as your agent in connection with the arranging and administration of your insurance. These Terms constitute an offer by us to act on your behalf in the arranging and administration of your insurance - in the absence of any specific acceptance communicated to us by you (whether verbal or written) you are deemed to accept our offer to act for you on the basis of these Terms by conduct upon your instructing us to arrange, renew or otherwise act for you in connection with insurance matters.

Our firm's reference number is 209451. You can refer to the FSA Register by visiting the FSA's website – www.fsa.gov.uk/register or telephone FSA on 0845 606 1234.

Our Service

We are an insurance intermediary acting on your behalf as your agent in arranging your insurance cover. We will advise and make a recommendation regarding your general insurance needs, arranging insurance cover with insurers to meet your requirements, issuing policy documentation to you in a timely manner and helping you with any ongoing changes you wish to make to your insurance. We will endeavour to ensure that the products or services we offer you match your stated requirements. We will seek to identify your insurance needs in reliance upon information which you provide to us. If we cannot match all your requirements, we will seek to provide you with enough information so that you can make an informed decision.

- We shall give you a written quote if you request one, including all the information we believe you need to make an informed decision, and
- Provide you with a sample policy if you ask for one.

1. Whose Products do we Offer

We offer products from a range of insurers. However, on occasion we may obtain quotes from a limited number of insurers or from a single insurer. We will supply you with a list of insurers approached, on request.

2. Mode of Instruction

To avoid any misunderstandings, we would recommend that any verbal instructions are confirmed to us in writing, either by letter, facsimile or electronic mail.

3. Proposal Forms

For certain classes of insurance, we shall ask you to complete a proposal form. As your insurance broker we are happy to provide you with advice on completing the form, but it is your responsibility to check the accuracy of the information provided. Please pay particular attention to your Duties of Disclosure (Section 3) as it is essential that we and/or the insurers are informed of all material facts before arranging any cover on your behalf.

4. Duty of Disclosure (What you must tell us)

- a) As a proposed insured it is your responsibility to disclose all material information to insurers when obtaining cover, whether or not proposal forms are applicable or completed.
- b) Information is material if it would affect the insurer's assessment of the risk involved, or if the misrepresentation/non-disclosure would induce the insurer to only enter into the contract of insurance subject to particular terms.
- c) The insurer is not required to make enquiries; the onus falls upon you as the proposer.
- d) If any material information is omitted or misrepresented, insurers have the right to void the policy from inception and return the premium. This means there is no longer an insurance policy and no claims will be paid. It is therefore extremely important that you take care to ensure that any information provided to insurers is both accurate and complete.
- e) The duty of disclosure arises when the insurance is first taken out and also every time you renew or amend it. The policy may also include a requirement to advise the insurer of changes throughout the term of the policy.
- f) Please contact us immediately if you need to make mid-term changes to your policy so that we can obtain approval of the changes from the insurers and check whether they require any further information. **If you are unsure whether a fact is material or not, it should be disclosed.**

5. Motor Insurance Database

Policyholders will be totally responsible for reporting all vehicle changes to the Motor Insurance Database (MID) on policies where you have been advised that it is your direct responsibility.

We shall only be responsible for such notifications if it is agreed in writing with our prior consent.

6. Information about the Proposed Insurance

We will endeavour to ensure that

- a) We provide you with comprehensive information early enough for you to make an informed decision about the insurance being proposed;
- b) We explain to you the differences in and the relative costs of the type of insurance that we think will suit your needs;
- c) We explain the key features of the insurance proposed including
 - the essential cover and benefits;
 - any significant or unusual restrictions, exclusions, conditions or obligations;
 - the period of the cover;
- d) If we are unable to match your requirements, we explain the differences between those requirements and the insurance that we are proposing.

Notwithstanding the above, when an existing policy is being **renewed** with the same insurer we shall only notify you of any changes to the prevailing terms and conditions.

7. Loans and Ownership

Scrutton Bland Limited has no holding, direct or indirect, in any insurance company. Scrutton Bland Limited owns approximately 88% of the share capital in insurance brokers S Merrick Hill Limited.

8. Confirmation of Cover

We shall provide you with cover notes and/or written confirmation that cover has been put in place, including the terms of the insurance(s) and the insurers involved. These will normally be sent to you within fourteen days from the date when cover began. We expect you to review all information upon receipt and to let us know immediately if the details of the cover or the participating insurers do not meet with your approval, or do not reflect the instructions previously given to us, and particularly if any cover you require has been excluded. Where a full policy wording is required, this will be forwarded to you as soon as possible.

9. Payment of Premiums

We shall notify you of premiums due to insurers by either sending you a letter, or a Statement of Premiums within fourteen days from the start of cover. Premiums are due from the moment the insurance comes into force. So that we can settle with insurers promptly, we ask that you pay the premiums due within the terms specified on the Statement of Premiums or covering letter.

In certain circumstances insurers may impose a specific warranty requiring payment of the premium by a certain date. Please be aware that if you do not make payment by this date, insurers may cancel the policy from inception of the cover. It is your responsibility to pay premiums on time and as required by any policy conditions.

We are able to offer premium credit facilities, details of which are available upon request.

In the event of non-payment of premium we reserve the right to cancel your insurance and take steps to recover our losses.

10. Costs and Remuneration

We shall

- a) Provide details of the premium costs of each of the policies offered.
- b) We reserve the right to make the following charges:
 - New Business and Renewals £25
 - Adjustments £25
 - Cancellations £25
 - Duplicate documents/Cover Notes/Certificates £10
- c) We reserve the right to charge higher fees but these fees will be advised to you before the policy is renewed or inception.
- d) Any fees we charge are not refundable if the policy is cancelled.
- e) Commission is not repayable to you upon cancellation or amendment of your policy.
- f) A charge of 1.25% will apply to all payments made by credit card.
- g) Be paid for arranging the insurance in the form of commission or brokerage paid to us by the insurers underwriting the insurance, unless we have an arrangement with you that our services are provided for an agreed fee.
- h) As well as any brokerage or commission, or an agreed fee, as appropriate, be entitled to benefit from:
 - any earnings we are able to generate due to the amount of business placed with certain insurers and their underwriting performance, which are not identifiable to any specific client; and
 - any earnings we are able to generate through management of cash balances held on behalf of insurers and clients which are not identifiable to any individual client; and
 - any commission or share of interest in connection with the provision of premium credit facilities
- i) If you are a Commercial Client (as defined by the FSA) you are entitled, at any time, to request information regarding any commission or fees we have received as a result of placing your insurance business.

As Independent Insurance Brokers, we sometimes ask other brokers to assist us in responding to your instructions where we believe this is to your benefit. Unless a fee arrangement has been agreed, these brokers will usually be paid by brokerage, which will be included in the premiums charged.

11. Refund/Overpayment of Premiums

Due to administration costs we will not refund to you return premiums from insurers or any overpayment you may make if the amount in question is £10 or less.

12. Cancellation and Refund of Premium, Commission and Fee

Your policy document will detail your right to cancel your insurance. If the policy document has not been issued, then the cancellation rights will be as written in the standard insurers' policy wording. Cancellation is usually not permitted on a 'one-off' premium policy, single duration contracts such as single trip travel policies.

Where you cancel a policy mid-term before renewal you will be responsible for paying a charge to meet the cost of cover provided and reasonable administration expenses. To enable your insurer to process the cancellation, we shall require you to notify us either verbally or in written form, and in addition you will need to return any certificates and/or official documentation to our office.

If you are a 'Retail Client' you are allowed to cancel your policy within 14 days of inception and recover any payment from us (apart from our previously stated cancellation charge).

13. (a) Claims – Commercial Insurance

It is essential that we are notified immediately of any claims or circumstances or allegations which could give rise to a claim. You must do so whether you believe you are liable or not. When you notify us, you must include all material facts concerning the claim. Your policy wordings will describe in detail the procedures and conditions in connection with making a claim. Any letter of claim received by you from a third party must be passed to us immediately, without acknowledgement.

We will provide or facilitate a claims handling service and we shall:

- ensure that you are given guidance on pursuing a claim under the policy, if required;
- ensure that claims are handled fairly and promptly and that you are kept informed of their progress;
- ensure you are informed in writing if it is not possible to deal with any part of a claim;
- ensure that claims monies are paid to you without avoidable delay once a claim has been agreed and settled.

We reserve the right to charge a reasonable fee for our services should we agree to handle claims on your behalf after you cease to be our client. Settlement of claims will be dependent upon collection from insurers. Part payments may be made during the collection process, but we cannot be responsible for the wrongful non-payment or delay by insurers in paying any claim.

13. (b) Personal Insurance

In the majority of instances you should notify the insurance company direct in accordance with the procedures described in your policy. However, we are always available to assist you if you encounter any problems.

14. Document Retention

We shall maintain records of the insurance contract(s) we arrange on your behalf. It is our intention to retain insurance and claims records in accordance with best practice within the insurance industry. We will automatically destroy records after these periods unless you ask us to do otherwise. We are happy to provide this service free of charge for as long as you are our client.

15. Security of Insurers

As an Independent Broker we shall use appropriately regulated UK and overseas insurers either directly or through other intermediaries to obtain competitive terms and conditions available in the market.

However, the levels of regulation differ in each jurisdiction and if non-EU or non-UK insurers or intermediaries participate in insurance contracts, your ability in legal proceedings may vary.

As far as possible, and in line with the general market information available, we shall ensure that any insurer used will meet applicable solvency requirements. Even so, we cannot guarantee the future ability of any insurer to meet policyholder obligations and therefore the final decision on the suitability of any insurer rests with you. If you have concerns about the standing of any insurer offering to insure you, please contact us immediately.

16. Client Money - general

The FSA rules are designed to protect you in the event that an insurance intermediary fails or is unable to transfer:

- any premium money it has received from you to the insurer; or
- any claims or return premium monies that it has received from the insurer to you.

We are governed by strict rules pertaining to client money, set down by the FSA. Where we hold monies in a client back account we may earn interest on monies held, which will be retained by us. If you are unhappy with this arrangement, please contact us.

We will hold client money separate from our own money with an approved bank, segregated in a client back account designated as subject to a Statutory Trust. We act as Trustees of our clients' monies and must meet certain legal and regulatory conditions.

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. We do however still remain responsible to you in respect of your money.

This may include brokers and settlement agents outside of the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK and in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish your money to be passed to a person in a particular jurisdiction.

17. Confidentiality and Data Protection

Scrutton Bland Limited will treat any personal (or other) information received by us from you with the utmost respect and, where appropriate, in accordance with data protection legislation, including the Data Protection Act 1998 and subsequent amending legislation. We shall however use and disclose the information we have about you in the course of arranging, placing and administering your insurance. This may involve passing information about you to insurers, other intermediaries, risk management assessors, uninsured loss recovery agencies and other third parties involved (directly or indirectly) in your insurance.

We may also pass information about you to credit reference agencies and premium finance providers in connection with the assessment of your financial standing generally, and in particular, where you have requested a premium instalment plan – this may include details of your payment record with us.

From time to time, we may disclose your personal (or other) information to other companies within the Scrutton Bland group. We, or they, may use that information to inform you of other broadly related Financial Services which may be of interest to you. If you prefer not to receive such information please write to Mr Simon McKay, Data Protection Officer, at Scrutton Bland Limited, 820 The Crescent, Colchester Business Park, Colchester, Essex CO4 9YQ. Under the terms of the Data Protection Act 1998, you are entitled to a copy of your personal data held by us upon written request and payment of a fee.

18. Complaints Procedure

If at any time you are unhappy with our services, you should write to Mr Tim Mulley, Director, at Scrutton Bland Limited, 820 The Crescent, Colchester, Essex CO4 9YQ, Telephone 01206 838400 (business hours Monday to Friday excluding Bank Holidays) Fax: 01206 838401, or email tim.mulley@scruttonbland.co.uk giving details of your complaint.

In line with our complaints procedure, we will formally log the complaint and refer the matter to a senior staff member who will be independent from the person about whom you are complaining. All complaints will be acknowledged in writing within 5 working days of receipt. We will inform you who is dealing with the complaint and when you can expect a response. We will provide you with a full written response within 20 working days. If we are unable to resolve the complaint within this period, we will explain the current position and provide you with a timescale for a full response.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service

Our complaints procedure does not affect your statutory rights.

19. 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. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for the first £2000 and 90% of the remainder of the claim without any upper limit. Further information is available from the FSCS.

20. Applicable Law

Scrutton Bland Limited undertakes its activities as an insurance intermediary in accordance with the Laws of England and Wales and any disputes will be governed by and construed in accordance with the Laws of England and Wales.

DID YOU KNOW.....

We can help with your:

Home Buildings and Contents Insurance
including many specialist policies for the larger home

Vehicle Insurance including Fleets

Investment Property Insurance

Travel Insurance for Individuals & Groups (single & annual)

Agricultural Risks

All Business Insurance

Professional & Financial Insurance including Professional Indemnity & Directors
& Officers Liability

We can also advise you on:

Accountancy Services

Buying & Selling a Business

Personal Tax

Business Services & Taxation

Audit

Pensions & Other Independent Financial Advice

**If you would like to discuss these additional services,
please do not hesitate to contact us on:**

Tel: 01206 838400

Fax: 01206 838401

E-mail: insurance@scruttonbland.co.uk

Please visit our website www.scruttonbland.co.uk