



BROWNHILL, MORRIS & WEST (INSURANCE SERVICES) LTD trading as

Brownhill Insurance Group, Brownhill Corporate, Brownhill Personal, Brownhill Private Clients, home & lifestyle insurance and Love Art Insurance

TERMS OF BUSINESS

Who regulates us?

Brownhill, Morris & West (Insurance Services) Ltd of 2nd Floor, Kent House, 41 East Street, Bromley, Kent BR1 1QQ is authorised and regulated by the Financial Services Authority (FSA). Our permitted business is advising on, arranging, transacting and administering general insurance contracts. You can check this on the FSA's Register by visiting their website: www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

The Financial Services Authority is the independent watchdog that regulates financial services. It requires us to give you certain information contained in this document. Please use this information to decide if our services are right for you.

Our Service

We will normally advise and make a recommendation for you after we have assessed your needs. If this is not the case we will let you know when quoting.

What products do we offer?

We usually select products from a wide range of insurers. Where circumstances restrict our choice to one or a limited number of insurers, we will let you know with our quotation.

Our Remuneration

We can earn by charging you a fee for our service or by receiving a commission payment from the insurance provider, or a combination of both. Whenever we charge a fee, it will be notified to you in advance and shown separately from the premium. You have a right to request information regarding any remuneration that we have received as a result of placing or renewing your insurance business or that we have paid to third parties for introducing your business.

Information on Fees and Charges

We reserve the right to make charges to cover the administration of your insurance. You will be notified of any such changes in advance with our quotation.

For mid-term adjustments and cancellations and for replacement certificates and other documentation, an additional charge of £10 will be made.

In the event of an adjustment that results in a return of premium we will 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.

Receipt of Instructions

We do not consider instructions to arrange or change cover to have been received until they reach the relevant personnel in our offices. We do not accept responsibility for instructions which do not reach us at all due to failures in the postal, electronic or telecommunications systems.

We will normally deal with any requests to arrange or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. However, some instructions cannot be processed immediately or without obtaining additional information. Arranging cover or changes to your policy will only take place when they have been agreed and we have confirmed them to you in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you. Refunds of less than £20.00 will be held to credit unless specifically requested otherwise.

Cancellation of Policies

If you wish to cancel your policy in circumstances other than as described in the section headed Right of Cancellation, you may be entitled to a refund of part of your premium but this depends on the wording of your policy and as long as no claims have occurred during the time you have been on cover. Any refund may not be proportionate to the remaining period of cover. Additionally you should note that: Insurers do not normally allow refunds in cases where a minimum and deposit premium has been charged; cancellation may not be possible until your certificate of insurance has been returned to your insurers; and cancellation of direct debit payments may still leave a balance of premium owing to be requested by the insurers.

Payment Terms

We normally accept payment by guaranteed cheque or debit or credit card or the bankers automated clearing system (BACS). We require full payment of the premium prior to cover being effected. You may be able to spread your payments through a credit scheme and we will give you full information about your payment options and details of the interest payable at the time we provide you with a quotation.

How we will handle your money

Our client bank account has been set up in accordance with the strict rules laid down by the FSA for the handling of client money. In arranging your insurance we may employ the services of other intermediaries for payments to insurers. Where we are the agent of insurers for the purpose of collection of premiums we will bank money in line with their instructions. Client money will be deposited with one or more approved banks, a list of which is available on request. Please notify us immediately if you do not wish us to use any bank or banks on this list. We will retain any interest derived from holding your money.

Your duty to disclose information

It is your responsibility to provide complete and accurate information to insurers when you take out and throughout the life of your policy and at renewal. It is important that all statements you make on proposal forms, claim forms and other documents are full and accurate. If a form is completed on your behalf, you should check that the answers to any of the questions are true and accurate before signing the document. Failure to disclose any material information to your insurers could invalidate your insurance cover and mean that part or all of a claim may not be paid. If you are in any doubt as to whether information is material, you should disclose it.

Quotations

Unless stated otherwise in our documentation, all quotations provided for new insurances are valid only for a period of 30 days from the date of issue. You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

Claims

Many insurers provide a 24-hour Helpline in respect of claims and you should consult your policy documentation for contact details. Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them, either by contacting your insurer on their helpline or by telephoning our office as late notification could result in your claim being rejected. You will be advised if you need to complete a claim form or produce documentation to support your claim.

PLEASE CONTACT US IF YOU REQUIRE A LARGER PRINT VERSION

If the claim involves damage to your property, please do not dispose of damaged items and/or authorise repair work (except in an emergency or to prevent further damage) until your insurers or we advise that you can. If your claim involves damage to other people's property or injury to persons please pass copies of all correspondence, including solicitors' letters, to us immediately and unanswered. Any attempt to negotiate or respond to the incident without prior reference to your insurers or us might prejudice your cover. You should be aware that a claim arising after renewal of the policy has been invited might affect the renewal terms or premium quoted by your insurers.

As part of our service we can assist you with any claim you need to make. If you are ever in any doubt as to what action to take in the event of a claim, please contact us at the address given below.

Documentation

Our aim is to produce documentation and issue correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately - our staff are always happy to clarify the cover provided. You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately. All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim and breach of a warranty may invalidate the cover entirely if it is not complied with precisely.

Right of Cancellation

If you take out a personal insurance policy through us you may have a right to cancel the cover up to 14 days from the later of the policy start date or the date you receive full policy documentation from us or your insurers or the renewal date or the date you receive full renewal documentation from us or your insurers. You will be informed if you have such a Cancellation Right in separate documentation. Should you decide to exercise the Right you will be entitled to a refund of premium less an appropriate charge for the period of cover given before the cancellation right was invoked. We are also entitled to make a reasonable charge for the administration of your policy up to the point of cancellation. If the premium has not been paid, a charge may be made for the period of cover given prior to the exercise of the Right. Should any claim occur prior to the exercise of the Right where the claim terminates the insurance cover, your insurers may not allow a refund of any of the premium paid. To exercise the Cancellation Right you should contact us at our normal address or your insurers at the address shown on your policy.

Termination of Authority

You may terminate our authority to act on your behalf with 14 days' written notice or as otherwise agreed. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is without prejudice to any transactions already initiated unless otherwise agreed in writing. You will be liable to pay for any transactions or adjustments effective prior to termination and we will be entitled to retain all fees or brokerage payable in relation to policies placed by us prior to the date of termination.

Insurer Security

Whilst we monitor the financial strength of the insurers with whom we place business it should be noted that the claims-paying ability of even the strongest insurers could be affected by adverse business conditions. We cannot, therefore, guarantee the solvency of any insurer or underwriter.

Transferred Business

If we take over the servicing of insurance policies which were originally arranged through another intermediary or directly with an insurer we cannot accept liability for any claim arising out of the advice given by that intermediary or insurer, nor for any errors, omissions or gaps in your current insurance protection. We would ask you to contact us without delay should any aspect of a policy which has been transferred to us cause you concern or if you need an immediate review. Otherwise we will endeavour to review all transferred policies as they fall due for renewal.

Complaints

It is our intention to provide you with a high level of customer service at all times. If you should wish to make a complaint about our service we have a formal complaints procedure. In the first instance you should contact us at the address given below. Please address your complaint to Kevin Andrews. We shall supply you with a copy of our complaints procedure upon receipt of a complaint

or at any time upon request. You will be advised of any redress available to you, should you believe the matter has not been resolved to your satisfaction. If you do not consider that you have received adequate resolution of your complaint with us you may be entitled to refer it to the Financial Ombudsman Service and we will send you details of this service.

Financial Services Compensation Scheme (FSCS)

We are covered by the 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 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance this increases to 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Confidentiality

All personal information about you will be treated as private and confidential. We will only use and disclose information we have about you in the normal course of obtaining quotations, arranging and administering your insurance. We may pass information about you to credit reference agencies for the purpose of arranging payments via instalments and may also pass to them details of your payment record with us. We will not disclose any information to any other parties without your consent, unless required to do so because we are authorised by the FSA, it is in the public interest, or we have to by law. We may, however, use the information we hold about you to provide information to you about other products and services which we feel may be appropriate for you. Under the Data Protection Act 1998 you have a right to see personal information about you that we hold in our records. If you have any queries in this regard please write to us.

If you do not wish to receive marketing information from us please let us know by contacting us at the address below.

Applicable Law

This Terms of Business document is subject to English Law.

Ownership

Brownhill Holdings Ltd owns 100% of our share capital.

It is essential that you understand our Terms of Business Agreement. If there is any matter about which you require clarification or further information, please do not hesitate to contact your usual advisor, or Kevin Andrews, Managing Director.

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