

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

Brownhill Insurance Group, Brownhill Corporate, Brownhill Personal, Brownhill Private Clients, Love Art Insurance

### TERMS OF BUSINESS

#### The Financial Services Authority (FSA)

The FSA 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.

#### Who regulates us?

Brownhill, Morris & West (Insurance Services) Ltd of 2<sup>nd</sup> Floor, Kent House, 41 East Street, Bromley, Kent BR1 1QQ is authorised and regulated by the Financial Services Authority. Our FSA number is 306131. Our permitted business is advising on, arranging, transacting and administering general insurance contracts. You can check this on the FSA's Register by visiting the FSA's website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

#### Our Service

We are an independent insurance intermediary and we will act on your behalf in:

Arranging your insurance cover with insurers to meet with your requirements or where requirements cannot be fully met, provide you with enough information to enable you to make an informed decision;

Helping you with any changes that you need to make to your insurance during the policy period;

Telling you when you need to renew your policy in time to allow you to consider and arrange any continuing cover.

#### What products do we offer?

Except as stated below we usually select products from a wide range of insurers.

For the following lines of business we select insurance products from a limited number of insurers, the names of which are available on request: Personal Travel.

For the following lines of business we select insurance products from a single insurer only; Motor Uninsured Loss Recovery/ Legal Expenses and Family Legal Protection.

#### Our Remuneration

Our remuneration will be either a fee, as agreed with you, or brokerage, which is a percentage of the insurance premium paid by you and allowed to us by the insurer with whom the insurance policy is placed or a combination of both. In the ordinary course of our business we sometimes earn income in the form of management/administrative expenses allowed to us by insurers to cover costs incurred in carrying out work on their behalf and in the form of volume, growth or profitability payments. We may sometimes also earn income for the provision of other services to you, which will be agreed with you on an individual basis. For each insurance policy, including any subsequent renewal, you have a right to request information regarding any remuneration that we have received as a result of placing your insurance business.

#### Information on Fees and Charges

We reserve the right to make the following standard charges to cover the administration of your insurance:

Arranging new Personal Lines policies – £15.00

Arranging new Commercial policies - £25.00

Personal Lines renewals - £15.00

Commercial renewals - £25.00

Mid-term adjustments or cancellations - £10.00

Replacement/duplicate certificates or cover notes - £15.00

Cheques returned unpaid by your bank - £25.00

The specific amount and purpose of any professional fee and administration charges will always be advised to you in advance. 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.

#### Changes to your Cover

We will normally deal with any requests to increase or amend cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible. We will confirm changes to your policy, once agreed, 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 as long as no claims have occurred during the time you have been on cover. The refund due may not necessarily 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 you return your certificate of insurance to us or your insurers; and cancellation of a direct debit does not necessarily cancel a policy and any balance of premium owing may be requested by the insurers. When your policy ends or is cancelled, we will send you any documentation and information to which you are entitled on request.

#### 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. In arranging your insurance we may employ the services of other intermediaries for payments to insurers. We will retain any interest derived from holding your money. 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.

#### Your duty to disclose information

It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy, throughout the life of your policy and when you renew your insurance. It is important that you 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 shown 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.

#### Receipt of Instructions

We do not consider instructions to arrange or change cover which are sent to us by post, electronic mail or facsimile, or left on answering equipment, 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.

#### 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. You will be advised if you need to complete a claim form or produce documentation to support your claim. In certain circumstances late notification may result in your claim being rejected.

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 third party property or injury to persons please pass copies of all correspondence, including solicitors' letters, to us immediately and

PLEASE CONTACT US IF YOU REQUIRE A LARGER PRINT VERSION

unanswered. Any attempt to negotiate or respond to the incident without prior reference to your insurers or us might prejudice your cover. If we act on behalf of an insurer in negotiating and settling claims we will inform you that we will be acting on behalf of the insurer, not you, at the point of the claim. You should be aware that a claim arising after renewal of the policy has been invited might affect the assessment and acceptance of renewal by your insurers.

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 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 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 Cancellation Right you will be entitled to a refund of premium less an appropriate pro rata charge for the period of cover given before the cancellation right was invoked. If the premium has not been paid, a charge may be made for the period of cover given prior to the exercise of the Cancellation Right. Should any claim occur prior to the exercise of the Cancellation Right where the claim terminates the insurance cover, your insurers may not allow a refund of any of the premium paid. If this Cancellation Right is not exercised within the 14-day period as stated above, and you decide to cancel the policy at a later date, the amount of any premium refund will depend upon the cancellation terms of your insurance policy. 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 any and 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 insurance broker or intermediary or directly with an insurer we do not accept liability for any claim arising out of the advice given by that broker, 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 cannot settle your complaint with us you may be entitled to refer it to the Financial Ombudsman Service. We will advise you if you are able to refer any complaint to the Financial Ombudsman 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 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 to 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.

#### **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. The objective is 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' Information Centre (MIIC), which has been formed to help identify uninsured drivers and may be accessed by the police to help confirm who is insured to drive. In the event of an accident, this database may be used by insurers, MIIC and your motor insurer to identify relevant policy information. Other insurance related databases may also be added in the future.

#### **Applicable Law**

This Terms of Business document is subject to English Law.

#### **Telephone Recording**

Telephone calls may be recorded for training and compliance purposes.

**Please do not hesitate to contact us if you have any queries with regard to any points mentioned in our Terms of Business.**

**Brownhill Morris & West (Insurance Services) Ltd**  
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Bromley  
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